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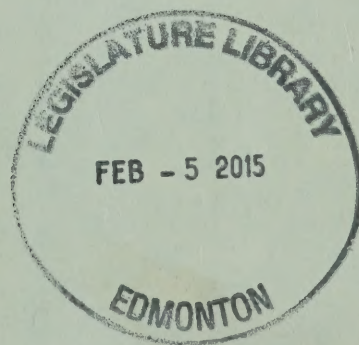
BOARD OF INDUSTRIAL RELATIONS

BULLETIN

ON THE BOARD'S ACTIVITIES

APRIL 1st, 1963 to JUNE 30th, 1963.

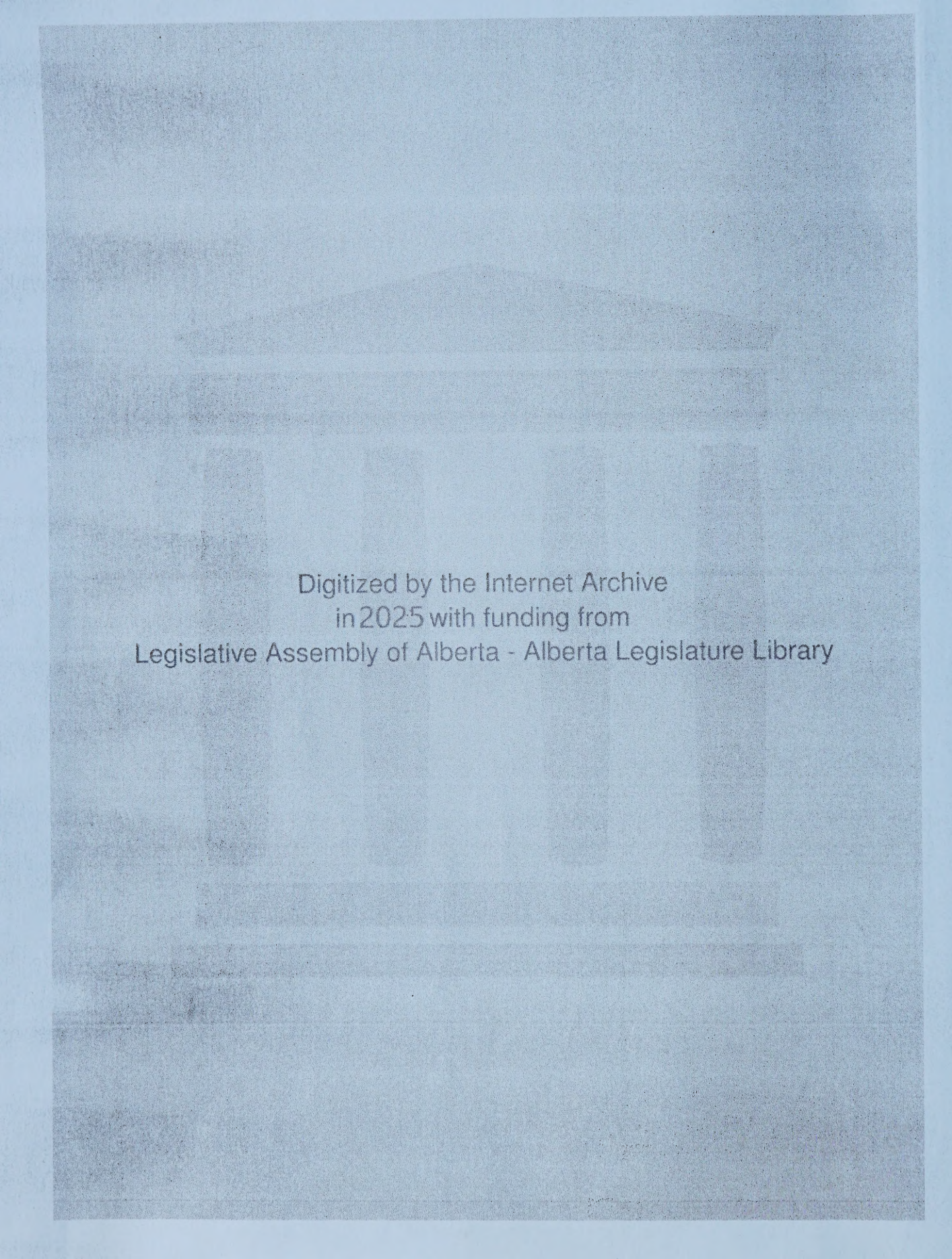
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PROVINCE OF ALBERTA

K. A. PUGH
Deputy Minister

HON. R. REIERSON
Minister



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DEPARTMENT OF LABOUR

HONOURABLE R. REIERSON

Minister

K. A. PUGH

Deputy Minister

BOARD OF INDUSTRIAL RELATIONS

MEMBERS

K. A. PUGH - Chairman

D. I. GARDNER - Vice-Chairman

WINNIFRED ROSS HARRY BOYSE

R. B. d'ESTERRE W. N. GRAY

H. C. FRENCH

Secretary

W. MADAY

Chief Inspector

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STATISTICAL INFORMATION

BULLETIN

1963

A

STATISTICAL INFORMATION

BULLETIN

This Bulletin is a synopsis of the activities of the Board of Industrial Relations in the administration of the Alberta Labour Act during the period of April 1st, 1963 to June 30th, 1963.

Parts I to IV of The Act inclusive deal with Hours of Work, Minimum Wage, Labour Welfare, Vacation Pay and Industrial Standards Schedules.

Part V sets forth procedure for the purposes of Collective Bargaining.

This Bulletin deals with those phases of the Board's Work in giving assistance to workers and employers effecting just and friendly settlements of all disputes.

PARTS I to IV INCLUSIVE 1963

Number of Board Meetings (including Public Hearings)	13
---	----

Number of Inspections	14,213
-----------------------	--------

Number of Business Places Inspected	4,875
-------------------------------------	-------

Number of Employees Affected	19,026
------------------------------	--------

SETTLEMENTS MADE:

Overtime Arrears	\$ 16,363.49
Vacation Pay Orders	23,392.79
Under Payment of Minimum Wage	5,538.67
Non-Payment of Wages Due	<u>18,767.67</u>

TOTAL	\$ 64,062.62
-------	--------------

Number of Employees Affected
by above settlements:

Male	1,075	
Female	<u>332</u>	
TOTAL		1,407

Number of Complaints Received	1,423
-------------------------------	-------

Number of Employees for whom
Weekly Increases Obtained to
at least the Minimum Wage:

Male	31	
Female	<u>53</u>	
TOTAL		84

Amount of Weekly Increases
Obtained for above Employees:

Male	\$ 155.99	
Female	<u>167.78</u>	
TOTAL		\$ 323.77

Value of Vacation Pay Stamps Sold	\$ 371,635.44
-----------------------------------	---------------

Number of Vacation Pay Stamp Books Sold	4,036
--	-------

INDUSTRIAL STANDARDS

Number of Schedules	15
Number of Inspections	60
Number of Interviews	192
Number of Complaints	23

Number of Special Inspections or Investigations	23
--	----

PROSECUTIONS

Charges carried over from previous period	41
Number of Charges entered	49
Convictions	35
Withdrawn	9
Dismissed	2
Warrants Executed	3
Committals	2
Pending	44
Appeals	Nil

Amount of fines assessed	\$ 1,165.00
Amount of costs assessed	141.30
Failure to comply with Court Orders (Vacation Pay and Fines)	1,487.44

AMOUNTS IMPLICATED

Minimum	\$ 1,642.59
Arrears of Wages	7,219.18
Vacation Pay	6,647.17

CERTIFICATIONS

Section 61 of The Alberta Labour Act provides that on receipt of an application for certification as bargaining agent the Board shall satisfy itself that the Trade Union claiming the right to bargain for the employees, is a proper agent and has been properly elected by a majority of the employees in the unit.

The Board must also satisfy itself that the unit or classifications of employees is appropriate for collective bargaining.

The Board shall make such enquiries as is expedient to determine the merits of the applications.

During the period from April 1st, 1963 to June 30th, 1963, the Board processed 52 applications plus those shown as pending previously, the disposition being as follows:

Granted	34
Refused	6
Returned	5
Withdrawn	1
Pending	20

REVOCATION OF CERTIFICATIONS

Section 66 of The Alberta Labour Act, provides that on receipt of an application for the Revocation of the certification of the bargaining agent, the Board shall determine the merits of the application and shall satisfy itself whether the majority of the employees in the unit desire the union to continue to act as bargaining agent or the Trade Union has ceased to be a proper bargaining agent.

During the period April 1st, 1963, to June 30th, 1963, the Board processed 8 applications for the revocation of the certification of a bargaining agent plus those shown as pending previously, the disposition being as follows:

Certifications revoked	3
Applications refused	5
Applications pending	2

CONCILIATIONS

Section 82 of The Alberta Labour Act provides that wherever a dispute exists and the parties themselves are unable to adjust it, either party may make application to the Minister for the appointment of a Conciliation Commissioner. From April 1st, 1963, to June 30th, 1963, the disputes referred to Conciliation Commissioners plus those previously referred to Conciliation Commissioners progressed as follows:

Settled in Conciliation	17
Referred to Conciliation	
Board	12
Lapsed	.0
Appointment Cancelled	8
Pending	<u>31</u>
TOTAL	68

CONCILIATION BOARDS

The Alberta Labour Act provides that where a Conciliation Commissioner is unable to bring about any settlement or adjustment of a dispute, the dispute may be referred to a Conciliation Board. If in the opinion of the Minister a further endeavour should be made to bring about agreement between the parties in dispute, the Minister may appoint a Conciliation Board consisting of three members.

During the period from April 1st, 1963, to June 30th, 1963, there were 13 Conciliation Boards established to whom 51 disputes were referred. Several disputes may be referred to one Conciliation Board where more than one employer in an industry is involved in a dispute with the same Union, conversly a Conciliation Board may deal with a dispute involving several unions and one Employer. The awards brought down by Boards during the period April to June are as follows:

Unanimous Awards	9
Majority Awards	2
Dissent by Employers Members	0
Dissent by Employees Members	2
Acceptance by both parties	2
Acceptance by Employers only	5
Acceptance by Employee units only	1
Rejection by both parties	1
Rejections of Unanimous Awards by either or both parties.	
By Employer	2
By Employee	4

VOTES

Re:	Conciliation Board Awards	6
Re:	Appointment of a Bargaining Agent	6
Re:	Revocation of Certification	3
Re:	Strike Action	3
	- In favour	3
	- Against	0
Re:	Section 104 of Alberta Labour Act	0

STRIKES

After provisions of The Alberta Labour Act complied with 1

SUMMARY OF COURT CASES - BOARD OF INDUSTRIAL RELATIONS

Charges laid for Infractions of The Alberta Labour Act and Orders

APRIL 1st, 1963 to JUNE 30th, 1963

	FINES	COSTS	I/D DAYS	ARREARS	Informations Brought Forward and Disposition	New Cases this period and Disposition	CONVICTIONS	DISMISSALS	WITHDRAWALS	COMMITTALS	WARRANTS EXECUTED	BALANCE
Sec. 11 (1)	\$ 25.00	\$ 3.30	30	\$ 105.00	1	1	1					1
Sec. 11 (4)					3	2	1	1				2
Sec. 29	10.00	11.80	10	1,445.99	2	2	1	1				3
Sec. 41	480.00	38.00	200	7,219.18	15	6	8	10	2			19
Sec. 43					7	5	2	5	2		1	7
Sec. 43	380.00	56.60		4,702.95	6	4	2	4	1		1	6
Sec. 43 (8)	270.00	31.60	90	306.78	4	2	2	2	1	2	1	4
Sec. 43			40	1,487.44	1	1	1	1	1			1
				150.00								
Sec. 72 (7)					2	2			2			1
Sec. 18												
TOTALS	1,165.00	141.30	370	15,508.94	41	22	19	49	24	25	35	44

BOARD OF INDUSTRIAL RELATIONS

LABOUR WELFARE REPORT

QUARTERLY REPORT ENDING JUNE, 1963

	HOUSEKEEPING	TOILETS & WASHROOMS	DINING FACILITIES	CHILDREN
Instructions outstanding as of March 31st, 1963	16	69	16	-
Instructions issued April 1st, 1963 to June 30th, 1963	17	18	5	1
TOTAL	33	87	21	1
Completed instructions April 1st, 1963 to June 30th, 1963	17	8	6	-
Instructions outstanding as of June 30th, 1963	16	79	15	1
Number of Females involved in New Instructions issued	56			
Number of Males	<u>328</u>			
TOTAL	384			

THE ALBERTA LABOUR ACT
APPLICATIONS FOR
CERTIFICATION

I S S U E D

B

THE ALBERTA LABOUR ACT

CERTIFICATIONS

APRIL 1st, 1963 to JUNE 30th, 1963

I S S U E D

1. Beverage Dispensers, Hotel Service, Culinary and Restaurant Employees Union, Local 579, Edmonton, Alberta and Royal George Hotel Ltd., Edmonton, Alberta.

UNIT: "Covering all employees in the House-keeping Department, Excluding those with the right to hire or fire."

Number of employees in unit: 10

CERTIFICATION NO. 38 - 63

2. Hod Carriers, Building and Common Laborers' Union, Local No. 92, Edmonton, Alberta and Reason Tile & Terrazzo Ltd., Edmonton, Alberta.

UNIT: "All Labourers, Mechanic's Helpers, Floor and base Machine Operators. Excluding Foremen and those above the rank of Foreman."

Number of employees in unit: 12

CERTIFICATION NO. 39 - 63

3. Hod Carriers, Building and Common Laborers' Union, Local No. 92, Edmonton, Alberta and Henuset Bros. Ltd., Calgary, Alberta.

UNIT: "All Laborers when employed as powersaw operators, paperlatchers, saw filers, graders, buffing machine men and swampers Excluding foremen and those above the rank of foremen."

Number of employees in unit: 27

CERTIFICATION NO. 40 - 63

4. Consolidated Concrete Limited Employees Association, Edmonton, Alberta and Consolidated Concrete Limited, Edmonton, Alberta.

UNIT: "All hourly rated employees of Consolidated Concrete Limited excluding employees performing office or related duties, foremen whether temporary or permanent and excluding managers, superintendents and all other persons acting on behalf of the company in a supervisory or confidential capacity or exercising managerial functions or having authority to employ or discharge employees of the company."

Number of employees in unit: 30

CERTIFICATION NO. 41 - 63

5. Construction and General Laborers Union, Local 1111, Calgary, Alberta and The Flour Corporation of Canada Ltd., Calgary, Alberta.

UNIT: "Laborers when employed as dumpmen, tampermen, chippermen, mixermen, vibrators, grinder operators, jackhammermen, breakermen, pump tenders, general laborers powerbuggy operators, pipe layers (non metallic). Laborers tending all crafts including mixing, handling and conveying of all materials used by the crafts."

Number of employees in unit: 6

CERTIFICATION NO. 42 - 63

6. Truckers, Cartagemen and Building Material Employees, Local 362, Calgary, Alberta and Western Cartage and Storage (1962) Ltd., Edmonton, Alberta.

UNIT: "All truck drivers, service men, warehouseman and helpers, excluding dispatchers, office staff, all supervisors who have the right to hire and fire."

Number of employees in unit: 44

CERTIFICATION NO. 43 - 63

7. Bricklayers, Masons, Marble Masons, Tile Layers and Terrazzo Workers Subordinate Union Local #2, Calgary, Alberta and Oland Construction (1959) Ltd., Lethbridge, Alberta.

UNIT: "Bricklayers, Stone Masons and Apprentices."

Number of employees in unit: 5

CERTIFICATION NO. 44 - 63

8. International Woodworkers of America, Local 1-207, Edmonton, Alberta and North Canadian Forest Industries Limited, (Northern Plywoods Division), Grande Prairie, Alberta.

UNIT: "All Employees of the Company employed at their Plywood Plant at Grande Prairie, Alberta excluding office staff, Confidential Employees, Assistant Foremen and those above the rank of Assistant Foremen and others having the right to hire and fire."

Number of employees in unit:

CERTIFICATION NO. 45 - 63

9. Bricklayers & Masons, Tile & Terrazzo Workers, International Union #1, Edmonton, Alberta and John Bonbini, Edmonton, Alberta.

UNIT: "Employees engaged in the cutting, setting, jointing and cleaning of all natural or artificial stone used in the business."

Number of employees in unit: 2

CERTIFICATION NO. 46 - 63

10. Construction and General Laborers' Union, Local No. 1111, Calgary, Alberta and Burns & Dutton Construction (1962) Ltd., Calgary, Alberta.

UNIT: "All Employees classified as Labourers, Labour Foreman, Jackhammer men, concrete finishers not journeymen, mortar mixers, pipe layers doing sewer and water work and Light Truck Drivers."

Number of employees in unit: 70

CERTIFICATION NO. 47 - 63

11. Construction and General Laborers' Union, Local No. 1111, Calgary, Alberta and Borger Structures Limited, Calgary, Alberta.

UNIT: "Labourers."

Number of employees in unit: 22

CERTIFICATION NO. 48 - 63

12. International Association of Bridge, Structural and Ornamental Iron Workers, Local 725, Calgary, Alberta and Franki of Canada Ltd., Edmonton, Alberta.

UNIT: "All employees doing cutting, bending and assembling of reinforcing iron components and welding of same for concrete piles."

Number of employees in unit: 4

CERTIFICATION NO. 49 - 63

13. Retail Clerks Union, Local 401, Edmonton, Alberta and Canada Safeway Limited, Edmonton, Alberta.

UNIT: "All employees in the Ice Cream Department of the Employer in the Greater Edmonton Area, except office staff and those in a supervisory capacity with the right to hire and fire."

Number of employees in unit: 10

CERTIFICATION NO. 50 - 63

14. Retail Clerks' International Association, Local 401, Edmonton, Alberta and Johnston Terminals Limited, Edmonton, Alberta.

UNIT: "All employees employed in the warehouses owned and/or operated by the employer in the Greater Edmonton area, except office staff and those in a supervisory capacity with the right to hire and fire."

Number of employees in unit: 13

CERTIFICATION NO. 51 - 63

15. Hod Carriers, Building and Common Laborers' Union, Local No. 92, Edmonton, Alberta and E. Klapstein Plastering Ltd., Edmonton, Alberta.

UNIT: "All Laborers when employed as Hod Carriers Plasterers' Helpers, Mixermen, Yardmen and Truck Drivers."

Number of employees in unit: 6

CERTIFICATION NO. 52 - 63

16. Hod Carriers, Building and Common Laborers' Union, Local No. 92, Edmonton, Alberta and George R. Byer & Associates Ltd., Edmonton, Alberta.

UNIT: "All Laborers when employed as Hod Carriers, Plasterers' Helpers, Mixerman and Yardmen, excluding Truck Driver on monthly salary."

Number of employees in unit: 7

CERTIFICATION NO. 53 - 63

17. Retail, Wholesale and Department Store Union, Local 975, Edmonton, Alberta and Pincher Creek Co-operative Association Ltd., Pincher Creek, Alberta.

UNIT: "All employees employed by the Pincher Creek Co-operative Association Ltd., at Pincher Creek and Cowley, Alberta, excluding office employees and those employed in a supervisory capacity."

Number of employees in unit: 30

CERTIFICATION NO. 54 - 63

18. Retail, Wholesale and Department Store Union, Local 975, Edmonton, Alberta and Pincher Creek Co-operative Association Ltd., Pincher Creek, Alberta.

UNIT: "All office employees employed by the Pincher Creek Co-operative Association Ltd., at Pincher Creek, Alberta, excluding the Private Secretary to the Manager and those employed in a supervisory capacity."

Number of employees in unit: 5

CERTIFICATION NO. 55 - 63

19. Bell Pole Employees Association, Calgary, Alberta and Bell Pole Co. Ltd., Calgary, Alberta.

UNIT: "All employees of the plant of Bell Pole Co. Ltd., Calgary, excluding foremen, office staff, executives and those persons with power to hire and/or fire."

Number of employees in unit: 10

CERTIFICATION NO. 56 - 63

20. Driver Salesmen, Plant, Warehouse and Cannery Employees, Local 987, Calgary, Alberta and Western Canada Hardware Limited, Calgary, Alberta.

UNIT: "All Warehouse Employees and Truck Drivers, specifically excluding office staff and supervisory Employees with the right to hire, discharge or change the status of Employees."

Number of employees in unit: 14

CERTIFICATION NO. 57 - 63

21. Driver Salesmen, Plant, Warehouse and Cannery Employees, Local 987, Calgary, Alberta and Palm Dairies Ltd., Lethbridge, Alberta.

UNIT: "All Employees, working in and out of the Lethbridge Branch of Palm Dairies Ltd., excluding office Employees, and those Employees with the right to hire, discharge or change the status of Employees."

Number of employees in unit: 4

CERTIFICATION NO. 58 - 63

22. Consolidated Concrete Limited Employees Association, Red Deer, Alberta, and Consolidated Concrete Limited, Red Deer, Alberta.

UNIT: "All Employees, excluding office staff, dispatcher, foremen and those above the rank of foreman."

Number of employees in unit: 18

CERTIFICATION NO. 59 - 63

23. Hod Carriers, Building and Common Laborers Union, Local No. 92, Edmonton, Alberta and Shaw Pipe Protection (Alberta) Limited, Edmonton, Alberta.

UNIT: "All employees of the Company except office staff, foremen and those above the rank of foreman."

Number of employees in unit: 15

CERTIFICATION NO. 60 - 63

24. International Association of Bridge, Structural and Ornamental Iron Workers, Local 725, Calgary, Alberta and J. Johnston Weld-rite Ltd., Calgary, Alberta.

UNIT: "All employees excluding Office Staff and those with the authority to hire and fire and casual laborers."

Number of employees in unit: 3

CERTIFICATION NO. 61 - 63

25. International Union of Operating Engineers, Local 955, Calgary, Alberta and Alberta Utility Builders Ltd., Calgary, Alberta.

UNIT: "Operators of all Shovel - Crane type equipment, Crawler and Rubber Tired Tractors with all attachments, Low-boy Drivers, Mechanics, Servicemen and Oilers, Trenching Machine Operators, Excluding Office Employees and Foremen with the authority to hire and fire."

Number of employees in unit: 4

CERTIFICATION NO. 62 - 63

26. The Macleod Steel Workers Association, Fort Macleod, Alberta and Barrett Manganese Steel Corporation Ltd., Fort Macleod, Alberta.

UNIT: "All employees working at the factory site Barrett Manganese Steel Corporation Ltd., Fort Macleod, Alberta, excluding office personnel, salesman and those with authority to hire and fire."

Number of employees in unit: 23

CERTIFICATION NO. 63 - 63

27. International Union of Operating Engineers, Local 955, Calgary, Alberta and Ditching Contractors Ltd., Calgary, Alberta.

UNIT: "Operating Engineers when employed as Operators of the following equipment: Crawler and Mobile Shovel Type equipment Crawler and Rubber Tired Tractors and Scrapers with all attachments, Equipment Service and Maintenance Men."

Number of employees in unit: 9

CERTIFICATION NO. 64 - 63

28. International Association of Bridge, Structural and Ornamental Ironworkers, Local Union No. 720, Edmonton, Alberta and Alsask Reinforcing Steel Services Ltd., Edmonton, Alberta.

UNIT: "All employees engaged at fabricating, placing, welding and tying of reinforcing steel."

Number of employees in unit: 17

CERTIFICATION NO. 65 - 63

29. Construction and General Labourers' Union, Local No. 1111, Calgary, Alberta and Shaw Pipe Protection (Alberta) Limited, Edmonton, Alberta.

UNIT: "All employees except Office Staff and supervisory employees who have the right to hire and fire."

Number of employees in unit: 7

CERTIFICATION NO. 66 - 63

30. Truckers, Cartagemen and Building Material Employees, Local 362, Calgary, Alberta and Gallelli Sand and Gravel Company Limited, Calgary, Alberta.

UNIT: "Dump Truck Drivers."

Number of employees in unit: 12

CERTIFICATION NO. 67 - 63

31. International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, Local 514, Edmonton and Mix Bros. Livestock Ltd., Edmonton, Alberta.

UNIT: "All Truck Drivers."

Number of employees in unit: 5

CERTIFICATION NO. 68 - 63

32. United Brotherhood of Carpenters and Joiners of America, Local 846, Lethbridge and Denhoed Industrial Woodwork, Lethbridge, Alberta.

UNIT: "All employees except office personnel."

Number of employees in unit: 2

CERTIFICATION NO. 69 - 63

33. International Association of Bridge, Structural and Ornamental Iron Workers, Local 725, Calgary and Marwell Construction Limited, Calgary, Alberta.

UNIT: "All employees who are directly connected with all phases of placing, cutting, bending, fabricating and tying of reinforcing iron, excluding laborers and carpenters, but also including all those welding and doing miscellaneous iron."

Number of employees in unit: 6

CERTIFICATION NO. 70 - 63

34. National Union of Public Employees, Local 875, Edmonton, Alberta and St. Joseph's Chronic Hospital, Edmonton, Alberta.

UNIT: "All employees with the exception of Religious Sisters, Registered Nurses, Graduate Nurses and Graduate Physiotherapists while employed in those capacities respectively, Certified Nursing Aides, Office Staff, Professional Staff, Supervisors and Laundry Foreman."

Number of employees in unit: 107

CERTIFICATION NO. 71 - 63

THE ALBERTA LABOUR ACT

APPLICATIONS FOR

CERTIFICATION

R E T U R N E D

C

THE ALBERTA LABOUR ACT

APPLICATIONS FOR CERTIFICATIONS

APRIL 1st, 1963 to JUNE 30th, 1963

R E T U R N E D

<u>UNION</u>	<u>COMPANY</u>	<u>REASON</u>
1. Hod Carriers, Building and Common Laborers Union, Local No. 92, Edmonton, Alberta.	E. Klapstein Plastering Ltd., Edmonton, Alberta.	Returned No unit.
2. Consolidated Concrete Limited Employee Association, Red Deer, Alberta.	Consolidated Concrete Limited, Red Deer, Alberta.	Unit not appropriate.
UNIT: "All employees."		
3. United Brotherhood of Carpenters and Joiners of America, Local Union No. 3215, Cardston, Alberta.	Chronik Construction Ltd., Lethbridge, Alberta.	Application not signed.
UNIT: "Journeyman carpenters, Apprentice carpenters, Carpenter foremen and Sub-foremen."		
4. National Union of Public Employees, Local 366, Lethbridge, Alberta.	City of Lethbridge, Lethbridge, Alberta.	No majority in unit.
UNIT: "Parking Meter Supervisor, and Council Committee Secretary."		
5. National Union of Public Employees, Local 366, Lethbridge, Alberta.	City of Lethbridge, Lethbridge, Alberta.	No majority in unit.
UNIT: "Parking Meter Supervisor, and Council Committee Secretary."		

THE ALBERTA LAFOUR ACT

APPLICATIONS FOR

CERTIFICATION

R E F U S E D

THE ALBERTA LABOUR ACT

APPLICATIONS FOR CERTIFICATIONS

APRIL 1st, 1963 to JUNE 30th, 1963

R E F U S E D

- | <u>UNION</u> | <u>COMPANY</u> | <u>REASON</u> |
|--|---|---|
| 1. United Association of Journey-men and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local Union No. 488, Edmonton, Alberta. | Henuset Rentals Ltd., Calgary, Alberta. | Unit not appropriate for collective bargaining. |
| UNIT: | "All employees when employed to weld pipe on main pipelines or transmission lines or gathering systems." | |
| 2. Driver Salesmen, Plant, Warehouse and Cannery Employees, Local 987, Calgary, Alberta. | Western Canada Hardware Limited, Lethbridge, Alberta. | Majority voted against. |
| UNIT: | "All Warehouse Employees and Truck Drivers, specifically excluding office staff and supervisory Employees with the right to hire, discharge or change the status of Employees." | |
| 3. International Union of Operating Engineers, Local No. 966, Edmonton, Alberta. | Flint Engineering & Construction Ltd., Calgary, Alberta. | Not a majority selection. |
| UNIT: | "Operating Engineers when employed as:
Dozer Operators - Sideboom Operators -
Backhoe Operators - Ditching Machine
Operators - Oiler - Mechanic." | |
| 4. United Brotherhood of Carpenters and Joiners of America, Local Union No. 1322, Edson, Alberta. | Canadian Comstock Co., Ltd., Edmonton, Alberta. | Wrong employer identified in application. |
| UNIT: | "Carpenters, Carpenter Apprentices and Carpenter Foremen." | |
| 5. ATCO Employees Association, Airdrie, Alberta. | Alberta Trailer Company (1961) Ltd., Calgary, Alberta. | Application was premature. |
| UNIT: | "All employees of the Airdrie plant with the exception of those having the authority to hire and fire and those engaged in a confidential capacity." | |

6. International Union of Operating Glen Rose Board with-
Engineers, Local 857, Edmonton, Hospital out jurisdic-
Alberta. Board, Edmonton, tion.
Alberta.

UNIT: "Stationary Engineers and Firemen."

THE ALBERTA LABOUR ACT

APPLICATIONS FOR
CERTIFICATION

W I T H D R A W N

E

THE ALBERTA LABOUR ACT

APPLICATION FOR CERTIFICATION

APRIL 1st, 1963 to JUNE 30th, 1963

W I T H D R A W N

UNION

COMPANY

1. Oil, Chemical and Atomic Work- Edmonton Barrel Co. Ltd.,
ers International Union, Local Edmonton, Alberta.
9-666, Edmonton, Alberta.

UNIT:

"All employees of the Company, at its
plant on Highway 16A east, Edmonton,
Alberta, save and except foremen employed
in an actual and full time supervisory
capacity and those above the rank of fore-
man."

THE ALBERTA LABOUR ACT

(Section 65A)

APPLICATION FOR AMENDMENTS

TO CERTIFICATIONS

G R A N T E D

F

THE ALBERTA LABOUR ACT

APPLICATION FOR AMENDMENTS TO CERTIFICATION

APRIL 1st, 1963 to JUNE 30th, 1963.

G R A N T E D

1. The International Association of Bridge, Structural and Ornamental Iron Workers, Local 720, Edmonton, Alberta and Burns and Dutton Construction (1962) Ltd., Edmonton, Alberta.

FROM: "Burns and Dutton, Edmonton, Alberta."
Certificate No. 82-51

TO: "Burns and Dutton Construction (1962)
Ltd., Edmonton, Alberta.

UNIT: "All employees engaged in erection of
structural steel classed as ironworkers,
riggers, structural steel welders, including
foremen, but excluding superintendents."

2. International Association of Bridge, Structural and Ornamental Iron Workers, Local No. 720, Edmonton, Alberta and T. C. Reinforcing Ltd., Edmonton, Alberta.

FROM: "Treeter Concrete Reinforcing, Edmonton,
Alberta."

TO: "T. C. Reinforcing Ltd., Edmonton, Alberta."

UNIT: "All employees engaged in the fabrication,
placing and tying of reinforcing iron and
classified as 'Reinforcing Iron Workers'
on the Employer payroll."

THE ALBERTA LABOUR ACT
APPLICATION FOR REVOCATION

C E R T I F I C A T I O N R E V O K E D

I S S U E D

G

THE ALBERTA LABOUR ACT

APPLICATION FOR REVOCATION

APRIL 1st, 1963 to JUNE 30th, 1963

C E R T I F I C A T I O N R E V O K E D

1. Oil, Chemical and Atomic Workers International Union, Local 9-685, Pincher Creek, Alberta and British-American Oil Company Limited, Pincher Creek, Alberta.

UNIT: "Certified steam engineers engaged in operating steam Boilers in the Power House and steam equipment in the Sulphur Plant."

2. International Brotherhood of Electrical Workers, Local 424, Edmonton, Alberta and Blanchett Neon Limited, Edmonton, Alberta.

UNIT: "Sign hangers, electricians, glass benders, maintenance men (signs and lighting), excluding painters."

3. International Association of Bridge, Structural and Ornamental Ironworkers, Shopmen's Local Union No. 776, Edmonton, Alberta and Fenrich Prestressed Concrete Co. Ltd., Edmonton, Alberta.

UNIT: "All employees of the Company at the shop in Edmonton, Alberta, save and except office staff, watchmen and all employees engaged in field erection and/or installation work."

THE ALBERTA LABOUR ACT
APPLICATION FOR REVOCATION

R E F U S E D

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THE ALBERTA LABOUR ACT

APPLICATION FOR REVOCATION

APRIL 1st, 1963 to JUNE 30th, 1963

R E F U S E D

1. International Association of Bridge, Structural and Ornamental Ironworkers, Shopmen's Local Union No. 776, employees. Edmonton, Alberta, and Tru-Cast Step Co. Ltd., Edmonton, Alberta. No em-

UNIT: "All employees of the Company at the shop in Edmonton, Alberta. Save and except office staff, watchmen and all employees engaged in field erection and or installation work."

2. Sheet Metal Workers' International Association, Local Majority Union No. 271, Edmonton, Alberta and Blanchett Neon Limited, Edmonton, Alberta. voted against.

UNIT: "Journeyman and Apprentice Sheet Metal Workers."

3. Amalgamated Meat Cutters and Butcher Workmen of North America, Local No. 373, Calgary, Alberta and Ryan Brothers Food Markets Ltd., Calgary, Alberta. (Formerly Jenkins Groceteria Ltd.) Application not supported by majority.

UNIT: "All those engaged in the preparation for sale, handling and selling of fresh, frozen, cooked or smoked Meats, Fish and Poultry in the stores of the Employer in the Greater Calgary area. This, however, does not include Grocery Checkers."

4. Retail Clerks International Association, Local Union No. 397, Calgary, Alberta and Ryan Brothers Food Markets Ltd., Calgary, Alberta. (Formerly Jenkins Groceteria Ltd.) Collective agreement is a bar.

UNIT: "All employees employed in the Retail Stores owned and (or) operated by Jenkins Groceteria Ltd. in the City of Calgary and its adjacent suburbs, except Meat Personnel and Location Managers."

THE ALBERTA LABOUR ACT

CONCILIATIONS

SHOWN AS PENDING

PREVIOUSLY

THE ALBERTA LABOUR ACT

CONCILIATIONS

(Shown as Pending)

MARCH 31st, 1963

<u>DISPUTES</u>	<u>CONCILIATOR</u>	<u>RESULT</u>
1. United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local Union No. 488, Edmonton, and C.R. Frost Company Ltd., Edmonton, Alberta.	J. B. ADAMS	CANCELLED
2. United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local Union No. 488, Edmonton and Canadain Comstock Company Limited, Edmonton, Alberta.	J. B. ADAMS	CANCELLED
3. United Association of Journey-men and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local Union No. 488, and B. A. Moir Co. Ltd., Edmonton, Alberta.	J. B. ADAMS	CANCELLED
4. International Union of Operating Engineers Local 955, and Standard Gravel & Surfacing of Canada Ltd., Calgary, Alberta.	J. B. ADAMS	CONCILIATION BOARD
5. International Union of Operating Engineers Local No. 955, Edmonton, and W. C. Wells Construction Co. Ltd., Edmonton, Alberta.	J. B. ADAMS	EXPIRED
6. United Cement, Lime and Gypsum Workers International Union, Local No. 345, Calgary and Loders Lime (Alberta) Limited, Lime Division, Kananaskis, Alberta.	R. H. R. CLEMENT	CONCILIATION BOARD
7. International Brotherhood of Electrical Workers, Local Union 254, and Pioneer Electric Alberta Limited, Red Deer, Alberta.	J. B. ADAMS	SETTLED
8. Calgary Typographical Union No. 449 and Certain Members of the Calgary Graphic Arts Association.	R. H. R. CLEMENT	SETTLED

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| 9. | National Union of Public Employees, Local Union No. 838, Red Deer, Alberta and the Red Deer Municipal Hospital, Red Deer, Alberta. | C. B. DAGG | SETTLED |
| 10. | The Alberta Teachers' Association and Coleman School District No. 1216, Coleman, Alberta. | R. H. R. CLEMENT | PENDING |
| 11. | The Alberta Teachers' Association and Crowsnest Consolidated School District No. 78, Blairmore, Alberta. | R. H. R. CLEMENT | SETTLED |
| 12. | The Alberta Teachers' Association and St. Paul County No. 19, St. Paul, Alberta. | C. B. DAGG | SETTLED |
| 13. | National Union of Public Employees Local 817 and Town of Bowness, Bowness, Alberta. | J. R. HUTTON | SETTLED |
| 14. | United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada Local Union 488, Edmonton, and Lockerbie & Hole Western Ltd., Edmonton, Alberta. | J. B. ADAMS | CANCELLED |
| 15. | United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada Local Union 488, Edmonton and Industrial Power Installations Limited, Edmonton, Alberta. | J. B. ADAMS | CANCELLED |
| 16. | United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industries of the United States and Canada, Local Union No. 488, Edmonton and Jamison and Kruger Co. Ltd., Edmonton, Alberta. | J. B. ADAMS | CANCELLED |
| 17. | United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local Union No. 488, Edmonton and Meccon Installations Ltd., Edmonton, Alberta. | J. B. ADAMS | CANCELLED |

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| 18. | United Association of Journey-
men and Apprentices of the
Plumbing and Pipefitting Indus-
try of the United States and
Canada, Local Union No. 488,
Edmonton, and C. E. Kirkham Co.
Ltd., Edmonton, Alberta. | J. B. ADAMS | CANCELLED |
| 19. | United Association of Journey-
men and Apprentices of the Plumb-
ing and Pipefitting Industry of
the United States and Canada
Local Union No. 488, Edmonton,
and Jasper Plumbing Co. Ltd.,
Edmonton, Alberta. | J. B. ADAMS | CANCELLED |
| 20. | United Association of Journey-
men and Apprentices of the
Plumbing and Pipefitting Industry
of the United States and Canada
Local Union No. 488, Edmonton and
Casault Engineering Ltd., Edmonton,
Alberta. | J. B. ADAMS | CANCELLED |
| 21. | International Association of
Machinists Lodge 1722, Edmonton
and International Harvester
Company of Canada Limited, Edmonton,
Alberta. | C. B. DAGG | CONCILIATION
BOARD |
| 22. | International Association of
Machinists Local 1722, Edmonton
and Millar Motors Limited,
Edmonton, Alberta. | C. B. DAGG | PENDING |
| 23. | The Alberta Teachers' Association
and Peace River School Division
No. 10, Peace River, Alberta. | C. B. DAGG | SETTLED |
| 24. | International Woodworkers of
America, Local 1-207, Edmonton
and Northern Canadian Forest
Industries Limited, Grande
Prairie Lumber Division, Grande
Prairie, Alberta. | J. B. ADAMS | CONCILIATION
BOARD |
| 25. | United Cement, Lime and Gypsum
Workers, Local Union 345, Calgary
and Consolidated Concrete Limited,
Calgary, Alberta. | J. R. HUTTON | SETTLED |

26. United Association of Journey- R. H. R. CLEMENT CONCILIATION
men and Apprentices of the Plumb- BOARD
ing and Pipefitting Industry of
the United States and Canada,
Local Union No. 488, Edmonton

Lockerbie & Hole Western Ltd.
Industrial Power Installations Limited
Jamison & Kruger Co. Ltd.
Fuller & Knowles Company Limited
Del Mould Plumbing, Heating & Gasfitting Ltd.

- United Association of Journey- R. H. R. CLEMENT CONCILIATION
men and Apprentices of the Plumb- BOARD
ing and Pipefitting Industry of
the United States and Canada,
Local Union No. 488, Edmonton

Cassault Engineering Ltd.
C. E. Kirkham Mechanical Ltd.
Meccon Installations Ltd.
Jasper Plumbing & Heating
C. R. Frost Company Ltd.
Canadian Comstock Company Limited
B. A. Moir & Co. Ltd.

- United Association of Journey- R. H. R. CLEMENT CONCILIATION
men and Apprentices of the Plumbing BOARD
and Pipefitting Industry of the
United States and Canada, Local
Union No. 488, Edmonton

Brant Welding Co. Ltd.
Alberta Mechanical Contractors Ltd.
Art & Lloyd's Plumbing and Heating Ltd.
Boisvert & Croft Plumbing and Heating Ltd.
Burns & Dutton (1962) Ltd.
Dow & Scott Plumbing & Heating Ltd.
Economy Plumbing Ltd.
J. P. Fitzgerald Ltd.
Larry Neumann Plumbing Ltd.
Peters & Bruha Plumbing, Gasfitting, Heating Ltd.
Premier Plumbing Co. Ltd.
Rudd Bros. Co. Ltd.
L. J. Scobie Co. Ltd.
Strause Plumbing & Heating Ltd.
J. G. Smith Plumbing & Heating
Templeman Plumbing & Heating Ltd.
Tubby's Plumbing & Heating Ltd.

27. International Alliance of J. R. HUTTON SETTLED
Theatrical Stage Employees and
Moving Pictures Machine Opera-
tors, Local 302, Calgary and
The Marda Theatre. Calgary, Alberta.

CONCILIATIONS

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TABLE 1. SUMMARY OF THE DATA SOURCES AND THE DATA SETS USED IN THE STUDY

THE ALBERTA LABOUR ACT

CONCILIATIONS

APRIL 1st, 1963 to JUNE 30th, 1963.

<u>DISPUTES</u>	<u>CONCILIATOR</u>	<u>RESULT</u>
1. International Brotherhood of Electrical Workers, Local 254, Calgary and certain employers.	R. H. R. CLEMENT	CONCILIATION BOARD
2. International Brotherhood of Electrical Local 424, Edmonton, and Neon Products of Canada Limited, Edmonton, Alberta.	J. B. ADAMS	SETTLED
3. Brotherhood of Painters, Decorators and Paperhangers of America Local No. 1016, Edmonton and Neon Products of Canada Ltd., Edmonton, Alberta.	J. B. ADAMS	SETTLED
4. Oil, Chemical and Atomic Workers International Union Local 9-666 Edmonton and Canadian Chemical Company Limited, Edmonton.	WM. MADAY	SETTLED
5. Driver Salesmen, Plant, Warehouse and Cannery Employees, Local Union 987, Calgary, and Weston Bakeries Limited, Calgary, Alberta.	R. H. R. CLEMENT	CONCILIATION BOARD
6. Driver Salesmen, Plant, Warehouse and Cannery Employees, Local Union 987, Calgary and McGavin Limited, Calgary, Alberta.	R. H. R. CLEMENT	CONCILIATION BOARD
7. Driver Salesmen, Plant, Warehouse and Cannery Employees, Local Union 987, Calgary and General Bakeries Limited, Calgary, Alberta.	R. H. R. CLEMENT	CONCILIATION BOARD
8. International Alliance of Theatrical Stage Employees and Motion Picture Projectionists of the United States and Canada, Local 371, Edmonton and Famous Players Canadian Corporation Limited (Capitol Theatre, Garneau Theatre, Paramount Theatre and Strand Theatre) Edmonton, Alberta.	J. B. ADAMS	SETTLED

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| 9. | International Union of Operating Engineers Local 955 and Mannix Co. Ltd., (Construction Contractor), Calgary, Alberta. | J. B. ADAMS | PENDING |
| 10. | International Union of Operating Engineers Local 955, and Mannix Co. Ltd., (Pipeline Contractor) Calgary, Alberta. | J. B. ADAMS | PENDING |
| 11. | Bricklayers, Masons, Marble Masons, Tile Layers & Terrazzo Workers Sub-ordinate Union Local No. 2 and certain members of the Calgary General Contractor Association, Calgary, Alberta. | J. R. HUTTON | CONCILIATION BOARD |
| 12. | International Association of Bridge, Structural and Ornamental Iron Workers, Local 725, Calgary and certain employers, Calgary. | J. R. HUTTON | CONCILIATION BOARD |
| 13. | Amalgamated Association of Street Electric Railway and Motor Coach Employees of America, Division 583, Calgary and The Corporation of the City of Calgary, Calgary. | J. R. HUTTON | CANCELLED |
| 14. | The National Union of Public Employees Local 189, Medicine Hat and Medicine Hat Municipal Hospital District No. 69, Medicine Hat, Alberta. | R. H. R. CLEMENT | SETTLED |
| 15. | International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers Local 146, and Canadian Sales Equipment Sales and Service Co. Ltd., Edmonton, Alberta. | L. B. NORRIS-JONES | SETTLED |
| 16. | The Construction and General Laborers Union, Local 1111, Calgary and The Fluor Corporation of Canada Ltd., Calgary, Alberta. | WM. MADAY | SETTLED |
| 17. | International Union of Operating Engineers Local No. 955, Edmonton Alberta and W. C. Wells Construction Co. Ltd., Edmonton, Alberta. | J. B. ADAMS | PENDING |

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| 18. | International Association of Heat & Frost Insulators & Asbestos Workers Local 126, Calgary and certain employers. | R. H. R. CLEMENT | PENDING |
| 19. | Calgary School Caretakers' Association Local Union No. 40, National Union of Public Employees, Calgary and Calgary School District No. 19, Calgary, Alberta. | J. R. HUTTON | SETTLED |
| 20. | Sheet Metal Workers International Association, Local Union No. 254, and certain members of the Calgary Sheet Metal Association. | R. H. R. CLEMENT | PENDING |
| 21. | Hod Carriers, Building and Common Labourers Union Local No. 92, Edmonton, and Burns & Dutton Construction (1962) Ltd., Edmonton, Alberta. | J. B. ADAMS | CONCILIATION BOARD |
| 22. | Alberta Teachers' Association and the Three Hills School Division No. 60, Trochu, Alberta. | R. H. R. CLEMENT | PENDING |
| 23. | International Union of Operating Engineers Local 955, Calgary, and Consolidated Concrete Limited, Calgary, Alberta. | J. R. HUTTON | PENDING |
| 24. | Fiberglas Workers Local No. 1590, Edmonton, Alberta and Fiberglas Canada Limited, Edmonton, Alberta. | L. B. NORRIS-JONES | SETTLED |
| 25. | Bakery and Confectionery Workers International Union, Local 252, and Weston Bakeries Limited, Calgary, Alberta. | R. H. R. CLEMENT | PENDING |
| 26. | Bakery and Confectionery Workers International Union Local 252, and General Bakeries Limited, Calgary, Alberta. | R. H. R. CLEMENT | PENDING |
| 27. | The Alberta Teachers' Association and The Board of Trustees of the Calgary School District No. 19, Calgary, Alberta. | C. B. DAGG | PENDING |

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| 28. | International Woodworkers of America, Local 1-206, Blairmore and Estevan Industries Limited, Fort MacLeod, Alberta. | J. R. HUTTON | PENDING |
| 29. | Alberta Teachers' Association and Crowsnest Consolidated School District No. 78, Blairmore, Alberta. | R. H. R. CLEMENT | PENDING |
| 30. | Hod Carriers' Building and Common Laborers' Union, Local No. 92, and C. Beckett & Co. (Edmonton) Ltd., Edmonton, Alberta. | J. B. ADAMS | PENDING |
| 31. | Hod Carriers' Building and Common Laborers' Union, Local No. 92 and Walter Melnyk Plastering Ltd., Edmonton, Alberta. | J. B. ADAMS | PENDING |
| 32. | Hod Carriers' Building and Common Laborers' Union, Local No. 92 and Sullivan & Stewart Plastering Contractors Co. Ltd., Edmonton, Alberta. | J. B. ADAMS | PENDING |
| 33. | Hod Carriers' Building and Common Laborers' Union, Local No. 92 and George R. Byer & Associates Ltd., Edmonton, Alberta. | J. B. ADAMS | PENDING |
| 34. | Hod Carriers' Building and Common Laborers' Union, Local No. 92, and Fred Blanchard & Son Ltd., Edmonton, Alberta. | J. B. ADAMS | PENDING |
| 35. | Hod Carriers' Building and Common Laborers' Union, Local No. 92, and Flynn Plastering Ltd., Edmonton, Alberta. | J. B. ADAMS | PENDING |
| 36. | Hod Carriers' Building and Common Laborers' Union Local No. 92 and E. Klaystein Plastering Ltd., Edmonton, Alberta. | J. B. ADAMS | PENDING |
| 37. | Amalgamated Meat Cutters and Butchers Workmen of North America Local 373, and Jenkins Food Fair Ltd., Calgary. | H. N. GRAHAM | PENDING |

38. Amalgamated Meat Cutters and H. N. GRAHAM PENDING
Butchers Workmen of North America
Local 373, Calgary and Dominion
Stores Ltd., Calgary.
39. Amalgamated Meat Cutters and H. N. GRAHAM PENDING
Butchers Workmen of North America,
Local 373, Calgary and Canada
Safeway Ltd., Calgary.
40. Amalgamated Meat Cutters and H. N. GRAHAM PENDING
Butcher Workmen of North America,
Local 373, Calgary, and Loblaw
Groceries Co. Ltd., Calgary.
41. United Packinghouse Food & C. B. DAGG PENDING
Allied Workers, Local No. 243,
Edmonton and Canada Packers
Limited, Edmonton, Alberta.
42. The Alberta Teachers' Association R. H. R. CLEMENT PENDING
and the County of Mountain View
No. 17, Didsbury, Alberta.
43. Amalgamated Meat Cutters and H. N. GRAHAM PENDING
Butchers Workmen of North America,
Local 373, Calgary, and Modern
Foods Ltd., Calgary.
44. Amalgamated Meat Cutters and H. N. GRAHAM PENDING
Butchers Workmen of North America,
Local 373, Calgary and Lynn-Cal
Foods Ltd., Calgary.
45. Amalgamated Meat Cutters and H. N. GRAHAM PENDING
Butchers Workmen of North America,
Local 373, Calgary, and Cal-
Heights Foods Ltd., Calgary.
46. Retail Clerks Union Local 401, J. B. ADAMS PENDING
Edmonton and Macleods Ltd.,
Red Deer, Alberta.
47. Construction & General Laborers' H. N. GRAHAM PENDING
Union, Local No. 1111, Calgary
and Calgary Concrete Company
Ltd., Calgary, Alberta.

SYNOPSIS OF SUCCESSFUL

CONCILIATIONS

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SYNOPSIS OF SUCCESSFUL CONCILIATIONS

APRIL 1st, 1963 to JUNE 30th, 1963

1. National Union of Public Employees Local 817, Bowness, and the Town of Bowness, Bowness, Alberta.

Conciliation Commissioner - Mr. J. R. Hutton

The parties agreed to the following settlement:

1. Wages

With exceptions as undernoted, across the board increases as follows:-

Effective January 1st, 1963 - 3% increase

Effective January 1st, 1964 - 2% increase

Utility Serviceman

Effective January 1st, 1963 - \$1.85 per hour

Effective January 1st, 1964 - 2% increase

Motor Grader Operator

Effective January 1st, 1963 - \$2.25 per hour

Effective January 1st, 1964 - 2% increase.

2. Classifications

Amended to include: (a) Utility Serviceman
(b) Cashier & General Office Clerk
(c) Equipment Operator

Deleted: (a) Accounting Clerk
(b) Case Tractor Operator.

The term of agreement to be for 2 years.

2. National Union of Public Employees, Local Union No. 838, Red Deer, and the Red Deer Municipal Hospital, Red Deer, Alberta.

Conciliation Commissioner - Mr. C. B. Dagg

The basis of the agreement was:

1. Wages

(a) First year - an increase of $3\frac{1}{2}\%$ across the board.
Second year - a further increase of 3% across the board.

(b) Chef - first year - an increase of \$10.00 per month.
second year - a further increase of \$10.00 per month.

The term of the agreement to be for 2 years.

3. International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators, Local 302, Calgary, and Marda Theatre, Calgary, Alberta.

Conciliation Commissioner - Mr. J. R. Hutton

The parties agreed to the following settlement:

Wages

Effective January 1st, 1963, an increase of \$3.35 per week.

The term of the contract to be for 1 year.

4. International Brotherhood of Electrical Workers, Local Union 254, Calgary, and Pioneer Electric Alberta Limited, Red Deer, Alberta.

Conciliation Commissioner - Mr. J. B. Adams

The basis of the settlement was:

1. Three (3) weeks vacation after fifteen (15) years of service.
2. Wage increases of five cents per hour for 1963 and six cents per hour for 1964.

The term of the agreement is for two (2) years.

5. Alberta Teachers' Association and St. Paul County No. 19, St. Paul, Alberta.

Conciliation Commissioner - Mr. C. B. Dagg

The basis of the settlement was as follows:

1. Salary Grid:

\$3000	\$3500	\$4200	\$4800	\$5100	\$5400
1 x 300	3 x 300	3 x 300	8 x 300	8 x 300	8 x 300
1 x 250	5 x 200	6 x 200	2 x 200	2 x 200	2 x 200
5 x 200					
\$4550	\$5400	\$6300	\$7600	\$7900	\$8200

2. Sabbatical Leave:

- (a) Teachers who have ten or more years of continuous service with the Board may apply for Sabbatical Leave of up to one year.
- (b) Sabbatical Leave shall be granted at the sole discretion of the Board for the purpose of study approved by the Board for improving a teacher's academic or professional qualifications.
- (c) Teachers granted Sabbatical Leave shall receive a salary of \$1200 payable in ten equal monthly instalments starting September 30th of the school year in which school leave is taken.

- (d) A teacher accepting Sabbatical Leave must agree to return to teaching duties with the Board for a period of at least two years.
- (e) In the case of a teacher not fulfilling the conditions as in (d) above, the full amount of salary paid while on Sabbatical Leave shall be repaid to the Board with interest at 6%.

The term of the agreement to be for one (1) year.

6. Oil, Chemical and Atomic Workers International Union Local 9-666, Edmonton, and Canadian Chemical Company Limited, Edmonton, Alberta.

Conciliation Commissioner - Mr. Wm. Maday

The parties agreed to the following settlement:

1. Rand Formula for all employees after thirty (30) days of employment.
2. Three (3) weeks annual vacation after ten (10) years of service.
3. The parties have agreed that where an employee has completed five (5) years of service the waiting period shall be one day when computing sick leave.
4. A wage increase of 4%.

The term of the agreement to be for one (1) year.

7. International Brotherhood of Electrical Workers Local Union 424, Edmonton, and Neon Products of Canada Limited, Edmonton, Alberta.

Conciliation Commissioner - Mr. J. B. Adams

The parties have agreed to the following settlement:

1. Effective April 1st, 1963, a four (4¢) cent per hour increase and effective April 1st, 1964, a further three (3¢) cent per hour increase for all classifications with the exception of Janitor, Shipper and Crater.
2. Overtime on Saturday to be time and one-half for the first four (4) hours and double time thereafter.
3. The terms of the agreement to be retroactive to April 1st, 1963.

The term of the agreement to be for two (2) years.

8. Brotherhood of Painters, Decorators and Paperhangers of America, Local No. 1016, Edmonton, and Neon Products of Canada Ltd., Edmonton.

Conciliation Commissioner - Mr. J. B. Adams

The basis of the settlement was as follows:

1. A two (2) year agreement providing for a four (4¢) cent per hour increase in 1963 and a further three (3¢) cent per hour increase in 1964.
2. Six and one-half (6½) hours shall constitute a regular night shift for which eight (8) hours pay shall be allowed.
3. The terms of the agreement to be retroactive to April 1st, 1963.

The term of the agreement to be for two (2) years.

9. The Alberta Teachers' Association and the Peace River School Division No. 10, Peace River, Alberta.

Conciliation Commissioner - Mr. C. B. Dagg

The parties agreed to the following settlement:

1. Grid Schedule:

3000	3550	4100	4850	5150	5450
1x300	2x300	3x300	8x300	8x300	8x300
3x200	4x200	6x200	2x200	2x200	2x200
1x150	1x150	1x150			
5x100	3x100				
4550	5400	6350	7650	7950	8250

2. Educational Leave:

- (a) Teachers who have ten or more years of continuous service with the Board may apply for sabbatical leave of up to one year.
- (b) Sabbatical Leave may be granted at the sole discretion of the Board for purposes of study approved by the Board for improving a teacher's academic or professional qualities.
- (c) Teachers granted Sabbatical Leave shall receive a salary of \$1500.00.
- (d) A teacher accepting Sabbatical Leave must agree in writing to return to his teaching duties with the Board for a period of at least two years.
- (e) In case of a teacher not fulfilling the conditions as stated in (d) above, the full amount of salary paid while on Sabbatical Leave shall be repaid to the Board with interest at 6%.

The term of the agreement to be for one (1) year.

10. International Alliance of Theatrical Stage Employees and Motion Picture Projectionists of the United States and Canada, Local 371, Edmonton, and Famous Players Canadian Corporation Limited (Capitol Theatre, Garneau Theatre, Paramount Theatre and Strand Theatre) Edmonton, Alberta.

Conciliation Commissioner - Mr. J. B. Adams

The parties agreed to the following settlement:

A wage increase of \$1.25 per week in the Strand, Capitol and Paramount Theatres and \$1.30 per week in the Garneau Theatre.

The agreement to be for a period of two (2) years.

11. The Alberta Teachers' Association and Crowsnest Consolidated School District No. 78, Blairmore, Alberta.

Conciliation Commissioner - Mr. R. H. R. Clement

The parties agreed to the following settlement:

1. Salary Grid

3000	3500	4000	4700	5000	5300
1x250	3x250	10x225	10x295	10x295	10x295
6x200	6x200				
1x150					
4600	5450	6250	7650	7950	8250

2. Accumulative Sick Leave

One hundred percent (100%) of the unused portion to a maximum of one hundred (100) days.

The term of the contract to be for one (1) year from September 1st, 1962 to August 31st, 1963.

12. The Construction and General Laborers Union Local 1111, Calgary, and The Fluor Corporation of Canada Ltd., Calgary, Alberta.

Conciliation Commissioner - Mr. Wm. Maday

The parties agreed to the following settlement:

1. Rates of pay for

- (i) Experienced Labourers and Tradesmen Helpers \$1.85 per hour.
- (ii) Mixermen, Pipelayers, Jackhammer Men \$1.95 per hour.
- (iii) Inexperienced Labourers \$1.60 per hour.

Effective payroll period beginning August 21st, 1963, a further increase of ten (10¢) cents per hour to all classifications except inexperienced labourers who will receive five (5¢) cents per hour.

Effective payroll period beginning November 20th, 1963, a further wage increase of ten (10¢) cents per hour to all classifications.

The term of the agreement to be for two (2) years.

13. The United Cement, Lime and Gypsum Workers, Local Union 345, Calgary, and Consolidated Concrete Ltd., Calgary, Alberta.

Conciliation Commissioner - Mr. J. R. Hutton

The parties agreed to the following settlement:

1. A general wage increase of six (6¢) cents per hour to all classifications except Labour, effective April 1st, 1963.

The wage increase to Labour to five (5¢) cents per hour effective April 1st, 1963.

An additional wage increase of five (5¢) cents per hour to all classifications effective April 1st, 1964.

2. One additional Statutory Holiday - Remembrance Day to be added.

The term of the agreement to be for two (2) years.

14. The Calgary School Caretakers' Association, Local Union No. 40, National Union of Public Employees, Calgary, and Board of Trustees of Calgary School District No. 19, Calgary, Alberta.

Conciliation Commissioner - Mr. J. R. Hutton

The parties agreed to the following settlement:

A general, across the board wage increase for all employees of four (4¢) cents per hour effective April 1st, 1963.

A further general increase of three (3¢) cents per hour across the board effective January 1st, 1964.

The term of agreement to be for two (2) years expiring December 31st, 1964.

CONCILIATION BOARD AWARDS

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TO:

The Honourable R. Reiersen,
Minister of Labour,
Edmonton, Alberta.

Sir:-

A W A R D

IN THE MATTER OF The Alberta Labour Act
and a dispute between the Beverage
Dispensers, Hotel Service, Culinary and
Restaurant Employees Union Local 579,
Edmonton, and Elks Recreation Centre,
Edmonton, Alberta.

The Conciliation Board appointed by Order-in-Council
No. 448/63 dated March 18th, 1963, met with representatives of
the parties to the dispute and considered the representations made
by the said parties.

The Members of the Conciliation Board were:-

MR. J. L. CHAPMAN, Chairman.
MR. A. E. KOCH, Member representing the Employer.
MR. R. JAMHA, Member representing the Union.

The issues referred to the Conciliation Board were:

1. Hours of Work.
2. Wages.
3. Term of Agreement.
4. Termination of Agreement (Upon operation of
Recreation Centre being taken over by the Lodge)

Having heard the submissions of both parties and having
assessed the evidence adduced, the Conciliation Board unanimously
recommends the following:-

1. Hours of Work

That the hours of work be 42 hours a week 6 days per week.

2. Wages

That the wages remain as they are presently paid.

3. Term of Agreement

That the agreement commence forthwith and be for a period of two years and that ~~at the end of one year~~ the matter of wages be re-opened for negotiations at that time.

4. Termination of Agreement (Upon operation of
Recreation Centre being taken over by the Lodge)

It is the unanimous opinion of the Conciliation Board that the Board would be acting beyond its power if it purported to make an Award on a clause in a collective bargaining agreement which clause would be to the effect that upon the transfer by the Recreation Centre to the Lodge of its assets and undertaking there should no longer be a collective bargaining agreement; and the Conciliation Board is further of the opinion that whether or not the employer and the employees have the legal power to make such an agreement is a question of law beyond the jurisdiction of this Board but the Board is of the opinion that the parties have no such power.

DATED in Edmonton, Alberta, this 8th day of April, 1963.

(SIGNED)

J. L. CHAPMAN, Chairman
Conciliation Board.

(SIGNED)

A. E. KOCH, Member,
Conciliation Board.

(SIGNED)

R. JAMHA, Member,
Conciliation Board.

TO:

The Honourable R. Reiersen,
Minister of Labour,
Edmonton, Alberta.

Sir:-

A W A R D

IN THE MATTER OF The Alberta Labour Act
and a dispute between the International
Association of Machinists Local 1579,
Edmonton, and Northwest Industries Limited,
Edmonton, Alberta.

The Conciliation Board appointed by Order-in-Council No. 479/63, dated March 25th, 1963, met with representatives of the parties to the dispute and considered the representations made by the said parties.

The Members of the Conciliation Board were:

PROFESSOR J. D. KYLE, Chairman.

MR. I. NESSEL, Member representing the Union.

MR. H. W. J. MADDISON, Member representing the Employer.

The issues referred to the Conciliation Board were:

1. UNION RECOGNITION -Article 1 - Para 1
2. HOURS OF WORK -Article 3 - Para 7
3. SENIORITY -Article 9 - Para 6, 10, 11, 13.
4. LEAVE OF ABSENCE -Article 14- Para 4.
5. CLASSIFICATION OF EMPLOYEES - Article 19 - Para 1 to 8 incl.
6. APPENDIX A -Huber Scraper Dept. - Basis of Payment.
7. APPENDIX B -Wages
8. VACATIONS WITH PAY
9. SICK TIME
10. DURATION OF AGREEMENT.

Having heard the submissions of both parties and having assessed the evidence adduced, the Conciliation Board unanimously recommends the following:-

1. UNION RECOGNITION - Article 1 - Para 1.

No change is recommended. The Conciliation Board feels that the union bargaining rights are adequately protected by their certification.

2. HOURS OF WORK - Article 3 - Para 7.

No change is recommended. It is the opinion of the Conciliation Board that normally a janitor's work is done at times other than during regular shift hours. This is a condition and an understanding of employment.

3. SENIORITY - Article 9 - Para 6, 10, 11, 13.

No change except that Paragraph 6 be amended to include a clause incorporating the following principle:

THE UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT

PHYSICS 311

LECTURE 1

1.1

1.2

1.3

1.4

1.5

1.6

1.7

"For the purposes of layoff or promotion, if employees are within a 5% range (Example: 5 points on a 100 point scale) as a result of the Annual Assessment (Article 19 Classification of Employee) seniority shall prevail for purposes of layoff or promotion.

4. LEAVE OF ABSENCE - Article 14 - Para 4.

Amend Article 14 - Para 4 to include "Mother-in-Law and Father-in-Law providing proof of death and attendance at funeral is submitted to the Company."

5. CLASSIFICATION OF EMPLOYEES - Article 19 - Para 1 to 8 Incl.

Add a clause specifically stating that decision of the Committee responsible for classification of personnel are subject to challenge through the grievance procedure outlined in Article 12.

6. APPENDIX A - Huber Scraper Dept. - Basis of Payment.

No change is recommended by the Conciliation Board.

7. APPENDIX B - Wages.

The Conciliation Board recommends the following across the board wage adjustments.

3¢ per hour increase effective December 1st, 1962.

3¢ per hour increase effective December 1st, 1963.

4¢ per hour increase effective December 1st, 1964.

8. VACATIONS WITH PAY

It is recommended that Article 8 Para 3 be amended to provide three weeks paid vacation after 13 years.

9. SICK TIME

The Conciliation Board recommends that Article 16 be amended as follows:

"Article 16 - Group Insurance and Sick Benefits.

The Union recognizes that the administration of the Group Insurance Plan and Sick Leave Benefits is not within the Jurisdiction of this Agreement. However, a Group Insurance and Sick Leave Benefit Committee with a representative from the Union may make recommendations to management regarding the Group Insurance Plan and Sick Leave Benefits. The Company agrees to discuss any changes in these plans with the Shop Committee before their implementation."

10. DURATION OF AGREEMENT

It is recommended that the duration of the agreement be from December 1st, 1962, to November 30th, 1965.

11. PENSION PLANS

The Conciliation Board suggests that the actuarial consultants spell out more clearly provision for and the amount of the company's contribution to the Plan.

All of which is respectfully submitted,

(SIGNED)

J. D. KYLE, Chairman,
Conciliation Board.

(SIGNED)

I. NESSEL, Member,
Conciliation Board.

(SIGNED)

H. W. J. MADDISON, Member,
Conciliation Board.

DATED at Edmonton, Alberta,
this 1st day of May, 1963.

April 29, 1963.

Government of the Province of Alberta,
Board of Industrial Relations,
Terrace Building,
Legislative Building Grounds,
EDMONTON, Alberta.

Dear Sirs:

IN THE MATTER OF The Alberta Labour Act and a
dispute between the Canadian Brotherhood of
Railway, Transport and General Workers, and
Canadian Pacific Railway Company, (Palliser
Hotel) Calgary, Alberta.

In accordance with Order-in-Council 189/63, a Conciliation Board was established to examine the dispute referred to above. The Conciliation Board consisted of the following members:

CARL O. NICKLE, Chairman;
FRANK BODIE, representing the Canadian Brotherhood
of Railway, Transport and General Workers;
F. C. MANNING, representing the Canadian Pacific Railway
Company.

The Board commenced its meetings with representatives of the disputing parties on Monday, February 25, 1963 and has since that date held several meetings to consider the matters properly brought before it, and to consider its recommendations.

The Conciliation Board recommends:

1. That a three-year agreement, to take effect March 1, 1962 and expire February 28, 1965, be entered into between the Canadian Brotherhood of Railway, Transport and General Workers and the Canadian Pacific Railway Company (Palliser Hotel), Calgary, Alberta.
2. An increase of two cents per hour for all employees covered by the agreement, retroactive to March 1, 1962; a further increase of two cents per hour effective March 1, 1963; and a final increase of two cents per hour effective March 1, 1964, and carrying through to termination of the agreement on February 28, 1965.
3. One additional holiday with pay per year, this to be either Boxing Day or Remembrance Day, the final selection to be reached by discussion between Management and the Union.
4. That Article 16.3 be revised to read: "Four weeks after 25 years' service".

5. That Article 15 of the agreement be amended to provide that where an employee is off the day before or the day after a statutory holiday, and can prove genuine illness, that he be paid for the statutory holiday.
6. That Article 13.7 of the agreement remain in its present form, providing function pay at \$1.00 per function.

The Conciliation Board has carefully considered all information made available to it concerning demands presented either by the Union or by Management, in addition to those on which recommendations have been made above. The Board has no recommendations on these other matters at this time, except the broad recommendation that Management and the Union make a further study of these matters in the expectation that they will be able to reach a mutually satisfactory conclusion.

In this area are included:

1. Adjustments in rates for certain job classifications;
2. Article 8.1 and the question of four days' notice of lay-off;
3. Article 7.15 and the Union's request for the addition of the words, "when days off are changed";
4. Article 9, which sets up group classifications within a group;
5. Article 12.12, which deals with the question of payment of part time;
6. Article 1.3;
7. Article 1.2.

The Conciliation Board further recommends:

1. That there be no change in existing arrangements for the punching of time cards by employees covered by Schedule "A";
2. That Article 11.4 remain as is, but the Board recommends that when employees request leave of absence to attend Union meetings, that Management do everything possible to concur in their request;
3. We recommend against any charge by Management for deduction of Union dues, but at the same time suggest that the Union recognize that deduction of dues is a costly service provided by the employer without compensation;

In arriving at the amended grid schedule the Board took cognizance of salary schedules established by agreement in the school divisions adjoining the Spirit River School Division, as well as what might be termed the provincial averages for maximum and minimum salaries as established through collective bargaining during 1962. It is worthy of note that this Conciliation Board is of the opinion that there is an apparent problem facing the school division in recruiting and retaining a well qualified teaching force. It is reasonable to assume that the same problem to a certain extent exists in the adjoining districts. Whether or not there is a relationship between the present salary grid and the lack of an adequate number of well qualified teachers, it is nevertheless apparent that there is a scarcity of experienced teachers with qualifications extending into the 3rd, 4th, 5th and 6th years of teacher education. The Board is of the opinion that it is not its responsibility to make an award or recommendation on salaries that might create a noticeable imbalance with the adjoining school divisions even though this may have the effect of temporarily solving the recruitment problem. It is the Board's view that the school divisions in the northern areas of the Province, and particularly the Spirit River School Division, should realistically face up to the problem of recruitment of qualified teachers and to the obligation of offering attractive conditions which will tend to create a stable teaching force.

The Board, in the present case, thought it undesirable to present an award which might impose corrective measures through the mechanism of a substantial salary increase. This Board is aware that negotiations will soon commence for a contract covering the 1963-64 school year and it is hoped that the school division, on its own initiative, will implement the necessary conditions for teachers sufficient to provide recruitment and retention of an adequate teaching force and thereby set a pattern for other school divisions.

2. ADMINISTRATIVE ALLOWANCE

- (a) It is the award of this Conciliation Board that the present Collective Agreement be amended to provide for a principal's allowance calculated on a per teacher basis as opposed to a per room basis.

It is further the award of this Conciliation Board that the administrative allowance paid to principals shall be based upon the following formula, namely --

\$150.00 per teacher for the first 2 teachers.
\$125.00 per teacher for the next 8 teachers.
\$75.00 per teacher for all additional teachers excluding the principal himself.

- (b) The reference to the Vice-Principal's allowance should in turn be amended to provide for an allowance based upon a per teacher unit.

3. SABBATICAL LEAVE

It is the award of this Conciliation Board that the salary to be paid a teacher who is granted sabbatical leave shall be increased from the present \$1200.00 to \$1500.00 and that the Collective Agreement be amended accordingly.

The Members of the Board wish to express their appreciation to the Representatives of the teachers and of the Board of Trustees for the thorough and comprehensive briefs and material made available to the Board and for the cooperation extended the Members of the Board during its hearings.

All of which is respectfully submitted.

(SIGNED)

A. O. Ackroyd - Chariman

(SIGNED)

K. C. Barrass - Member

(SIGNED)

D. Corse - Member

TO:

The Honourable R. Reiersen,
Minister of Labour,
Edmonton, Alberta.

Sir:

A W A R D

IN THE MATTER OF The Alberta Labour Act and
a dispute between the Retail Clerks Union
Local 401, Edmonton, and Bateman's Food
Markets Ltd., Edmonton, Alberta.

The Conciliation Board appointed by Order-in-Council No.
639/63, dated April 24th, 1963, met with representatives of the parties
to the dispute and considered the representations made by the said
parties.

The Members of the Conciliation Board were:-

MR. L. W. WHITE, Chairman.
MR. D. JACKSON, Member representing the Union.
MR. D. J. ROSS, Member representing the Employer.

After hearing the submissions of both parties, the
Conciliation Board unanimously recommends the acceptance of the
attached agreement.

The Conciliation Board wishes to express its appreciation
for the co-operation and the manner in which the representations were
made.

All of which is respectfully submitted.

(SIGNED)

L. W. WHITE,
Chairman.

(SIGNED)

D. JACKSON,
Member.

(SIGNED)

D. J. ROSS,
Member.

DATED at Edmonton, Alberta,
this 22nd day of May, 1963.

MEMORANDUM OF AGREEMENT made this.....day of.....1963.

BETWEEN

BATEMAN'S FOOD MARKETS LTD.,
a body corporate carrying on business
in the City of Edmonton, Alberta,
hereinafter referred to as the

"EMPLOYER"

AND

RETAIL CLERKS UNION, LOCAL 401,
an affiliate of the Retail Clerks
International Association, A.F. of L.
C.I.O., C.L.C., hereinafter referred
to as the

"UNION"

WHEREAS: The Employer and the Union desire to establish and maintain conditions which will promote a harmonious relationship between the Employer and the employees covered by the terms of this Agreement, and desire to provide methods of fair and amicable adjustment of disputes which may arise between them.

NOW THEREFORE: The Union and the Employer mutually agree as follows:

SECTION 1 - Bargaining Agency and Unit.

The Employer recognizes the Union as the sole agency for the purpose of collective bargaining for all employees employed in the stores owned and/or operated by Bateman's Food Markets Ltd., in the Greater Edmonton area, except those in the Meat Dept., Bakery Production Workers, Store Managers, Office Workers and those employed in a supervisory or confidential capacity.

SECTION 2 - Union Security.

(a) Upon receipt of written authorization from the employees in the form as perattached Appendix "A", the Company agrees to deduct from their wages and pay over to the Secretary of the Union any dues, initiation fees, fines, and assessments levied in accordance with the Union By-Laws owing by them to the said Union. The Secretary to receive same on or before the first Saturday of each month.

(b) Any employee who is a Member of the Union on the effective date of the Agreement, or who becomes or who is reinstated as a Member of the Union shall, as a condition of employment, maintain his or her membership in the Union during the term of the Agreement.

SECTION 3 - Basic Work Week - Overtime

(a) The basic work week for regular full time employees shall consist of 40 hours; the basic work day of regular full time employees shall consist of 8 hours as scheduled by the employer.

(b) With the exception of meal periods, daily hours of work shall be consecutive. No employee's basic work week shall commence on Sunday.

(b) NIGHT SHOPPING:

(1) When stores are open for sales to the public after 6 P.M. regular full time employees shall be paid 10 cents per hour in addition to their straight time hourly rate for the first full hour worked after 6 P.M. and receive this premium at half the same hourly rate for each full half hour worked thereafter excepting work performed on Thursday.

(2) Afternoon and Graveyard Shifts - regular full time employees shall be paid 5¢ per hour in addition to their straight time hourly rate for each full hour worked on either an afternoon or graveyard shift, which commences not earlier than 3:00 P.M. or later than midnight excepting work performed on Thursday.

(3) Premium Pay vs. Overtime - Shift differential pay, or premium rate for evening work which is overtime, shall be paid but not added to the employee's hourly rate of pay for the purpose of computing overtime pay.

(c) CALL-IN-TIME

(1) Part Time Employees called in, and who report for work shall, if required to work less than four (4) hours, receive four (4) hours pay at their regular hourly rate.

(2) Students - Paragraph 1 above shall apply to students on days other than school days. It shall also apply when stores are open for night shopping on school days.

SECTION 6 - Vacations.

(a) Regular full time employees, after one year's service, shall receive two (2) weeks annual vacation with pay, and after eight (8) years service shall receive three (3) weeks annual vacation with pay. Vacations shall be scheduled from April 1st to September 30th inclusive, unless otherwise mutually agreed to by the Employer and the employee. It is further agreed that the third week of vacation for employee entitled to three weeks vacation, may be scheduled at the discretion of the Employer.

For the purpose of vacation allowance, a regular full time employee means an employee who has completed one calendar year's continuous service with the Employer, comprising not less than 225 days of actual work.

All time lost up to thirty-one (31) days because of sickness or non-occupational accidents, and all time absent on paid vacation, statutory holidays, or due to occupational accidents shall be considered as time worked for purposes of determining the vacation allowance to which regular full time employees are entitled.

(b) When a statutory holiday occurs during an employee's vacation, and the Employer's place of business is closed by reason of such holiday, the employee shall be allowed one day with pay immediately following his annual vacation in lieu of such statutory holiday.

(c) Employees shall upon termination of employment receive a vacation allowance of 4% of the total salary and wages earned for which no vacation allowance has been paid.

The provisions of Vacations with Pay Order No. 5 shall apply.

SECTION 7 - Dismissal Notice or Pay

Regular full time employees, upon dismissal by the Employer, shall be entitled to notice in writing or pay in lieu thereof as follows:

- (1) The Employer will give one week's notice in writing or pay in lieu thereof to those employees who have completed one or more consecutive years' service.
- (2) The Employer will give two weeks notice in writing or pay in lieu thereof to those employees who have completed ten (10) or more consecutive years service.
- (3) The employees will give the Employer one week's notice when terminating their employment or forfeit one week's pay in lieu thereof.

It is understood the Employer shall not be deemed obligated to give any notice whatsoever where the employee is dismissed for cause at any time during working hours.

SECTION 8 - Management Rights.

(1) The Union acknowledges that it is the exclusive function and right of the Company to:

- (a) Operate and manage its business in all respects;
- (b) Maintain Order, Discipline and Efficiency;
- (c) Make and Alter from time to time, Rules and Regulations to be observed by the Employees;
- (d) Direct the working force;
- (e) Determine Job Content;
- (f) Hire, promote, demote, transfer, retire, lay off because of lack of work, recall and discipline; suspend and discharge for just cause, any employee provided that suspension and discharge for cause shall be subject to the Grievance Procedure herein provided;

(2) It is agreed that the foregoing enumerations shall not be deemed to exclude other management functions and shall not be construed in any way as being a limitation upon management's common law rights.

SECTION 9 - Layoffs and Rehiring

In all cases of promotion, demotion, transfer, layoff and recall, the Employer shall consider the following factors and where factor (b) in the sole discretion of management is equal as between two or more employees seniority shall govern.

- (a) Seniority.
- (b) Competency to perform the work.

It is understood that this Section is subject to the Grievance Procedure herein provided.

SECTION 10 - Union Store Visits.

The Business Agent shall have the right to enter the Plant at all time during working hours provided that he has the permission of the Management.

SECTION 11 - General

(a) SAFETY AND HEALTH

The Employer agrees to make reasonable provisions for safety and health of the employees during the hours of their employment, and to maintain first aid kits or service, all of which shall be done in accordance with the relative provisions of the Workmen's Compensation Act.

(b) NOTICES

The Employer agrees to provide suitable space for posting Union notices, which notices shall first receive approval of Management.

(c) WEARING APPAREL

The Employer shall furnish smocks and aprons to each employee and shall pay for laundering of same.

(d) TIME OFF FOR UNION BUSINESS

The Employer agrees that employees chosen for such purposes, shall be given time off without pay in order to attend Union Conventions, or participate in negotiations involving the Employer. The number of employees in excess of one granted leave of absence for these purposes shall obtain the consent of management. The Employer agrees to grant one employee up to three (3) months leave of absence without pay to attend to Union business. It is further agreed such leave of absence may be renewable from month to month by mutual agreement of the Employer and the Union. The Union shall notify the Employer at least one week in advance (and undertake to provide as much additional notice as possible) of the commencement of all such leaves of absence.

(e) TIME OFF TO VOTE

The employer agrees that he will fully comply with any law requiring that employees be given time off to vote.

(f) JURY DUTY PAY

An employee summoned to Jury Duty shall be paid wages amounting to the difference between the amount paid them for jury service and the amount they would have earned had they worked on such days.

(g) UNION STORE CARDS

The Employer agrees to display either the official Union Store Card or Decal of same of the Retail Clerks International Association, in a location where it can be seen by the customers. The size of such cards or Decals shall be first approved by the Employer.

SECTION 12 - Dismissals.

(a) Any employee alleging wrongful dismissal shall place his allegation before the Union and if the Union and the Company considers that the objection of the employee has merit, the dismissal shall become a grievance and be subject to the grievance procedure as established by this Agreement.

In the event that a decision is made to reinstate an employee, he or she shall receive pay for time lost following dismissal and prior to reinstatement, in an amount sufficient to make up the difference between any monies received by that employee for other employment, and his or her full pay. An Arbitration Board may grant such lesser settlement as believed proper due to all circumstances surrounding dismissal except that such an award will not result in the employee receiving less than 50% of his or her regular salary, however, any monies received by that employee for other employment can be deducted from such an award.

Grievances involving dismissals must be submitted to the Employer in writing not later than ten (10) working days from the event giving rise to the grievance or it shall be waived by the aggrieved party.

(b) No employee shall be discharged or discriminated against for any lawful Union activity, or for service on a Union Committee outside of business hours, or for reporting to the Union the violation of any provisions of this agreement.

SECTION 13 - Grievance Procedure.

(a) Any complaint, disagreement, or difference of opinion between the Company, the Union, or the employees covered by this Agreement which concerns the interpretation, or application of the terms and provisions of this Agreement shall be considered a grievance. Any grievance which is not presented to the Arbitration Board established by Article 14 within thirty (30) days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party. All grievances to be submitted in writing and shall clearly set forth the issues and contentions of the aggrieved parties. The procedure for adjustment of disputes or grievances shall be as follows:

- (1) By a discussion between the employee and his immediate superior. If a satisfactory settlement cannot be reached then
- (2) The immediate superior shall within three (3) days report to the next in line of authority, and if agreement is not reached then
- (3) The Union Representative or Representatives may take the matter up with the Company official designated by the Company to handle such matters, and if a satisfactory settlement is not reached through this step the matter shall be referred to the Board of Arbitration established by Article 14.

SECTION 14 - Board of Arbitration.

If the Union and the Company Representatives cannot reach an adjustment, then upon request of either party, the grievance shall be submitted to a Board of Arbitration as provided in The Alberta Labour Act of the Province of Alberta.

SECTION 15 - Expiration and Renewal

This Agreement shall be effective from date of signing and shall remain in force thereafter for two years, but either party may, not less than sixty (60) days before the expiry date or renewal date of such Agreement, give notice in writing to the other party to terminate such Agreement or to negotiate a revision thereof.

RETAIL CLERKS UNION LOCAL 401

BATEMAN'S FOOD MARKETS LTD.

A P P E N D I X "A"

_____, 19____

TO: _____
(Name of Employer)

I hereby authorize and instruct you to deduct from my wages and pay to the Retail Clerks Union Local 401, an affiliate of the Retail Clerks International Association, A.F. of L., C.I.O., C.L.C., the following debts which I owe to the said Local:

1. Union initiation fees in the amount of \$ _____
2. Union back dues in the amount of \$ _____
3. Union dues \$ _____ per month commencing
month shown above.
4. Union assessments in the amount and at the time stated in
notices received by you from the Local Union designated above.

(Signature of Employee)

.....

IN THE MATTER OF The Alberta Labour Act and
a dispute between the United Packinghouse
Food and Allied Workers, Local No. 661,
Lethbridge, and Ellison Milling and Elevator
Co. Ltd., Lethbridge, Alberta.

REPORT AND SETTLEMENT

Constitution of Board

Pursuant to Order-in-Council 570/63 of April 9th, 1963,
A Board of Conciliation was authorized, composed of the following:

Mr. A. J. Cullen	- Chairman
Mr. A. Milroy	- Member
Mr. T. W. Snowdon	- Member
Miss Phyllis Firth	- Secretary

Upon receipt of the Order-in-Council, arrangements were made through the Office of the Board of Industrial Relations at Lethbridge for accommodation in the Board Room at the Administration Building at Lethbridge for the hearing of this particular dispute, the initial time being set as 10:00 a.m. on April 25th, 1963. At that time the Chairman and Members of the Conciliation Board met and completed the Affidavit required to be taken pursuant to Section 88 (14) of the Alberta Labour Act. Because of some misunderstanding the actual presentations did not proceed until 2:00 p.m. on April 25th, 1963.

Appearances

The United Packinghouse Food and Allied Workers, Local No. 661, Lethbridge were represented by Peter Overes, the President of the Local and by Peter Uganecz who made the actual presentation on behalf of the Union.

Ellison Milling and Elevator Co. Ltd. were represented by Reed C. Ellison and Howard Ellison, the presentation being made by Howard Ellison.

Issue

The Correspondence from the Board of Industrial Relations indicated that the outstanding issue was wages and that the Board was to make full enquiry into this issue and endeavor to bring about agreement between the parties. It was indicated to the Board that all matters between the Union and the Company had been resolved prior to the convening of this Board with the exception of the question of wages.

Submissions

The Contract between the Union and the Company expired on December 31st, 1962 and a new contract was being determined for a two-year period expiring December 31st, 1964 and at the present time the only item not agreed was the item of wages. The Union, through its spokesman, submitted a request for an increase in the wage rate. It was indicated that in the initial negotiations the Union had asked for an increase of nine cents an hour in the first year and six cents an hour in the second year. Of the nine cent request for the first year, three cents was to be placed in a fund to be administered by the Union in order to overcome inequalities in the wage rate. The Company, during the course of Conciliation, had offered a ten cent increase, five cents in the first year and five cents in the second year.

The Union submitted statistics showing a comparison of wage rates in various cities across Canada and attention was directed in particular to certain differences between the rates of wages paid in certain categories in Medicine Hat as against these categories in Lethbridge. Attention was also drawn to the difference in the average hourly rate paid in Lethbridge. No evidence however was submitted to explain why the differential existed or to explain why the differential should be removed.

The Company, through its spokesman indicated that conditions in the Mill at Lethbridge had over a period of years been reflecting the general economical condition of the Country attributable to a drop in grain production in this area, a drop in flour exports and that, in general, conditions were such as to cause some apprehension. Even though crop conditions over the past couple of years have not been good, the Mill had still endeavored to maintain steady employment for its personnel and in addition to paying the wage rates reflected in previous contracts there had been paid a voluntary wage dividend which had varied between 2.8 cents and 1.1 cent over a period of ten years. In the 1961 Contract an amount had been paid in order to enable the Union to rectify certain wage rate inequalities but it was felt that this practice should not be continued. The Management was prepared to offer at this time an increase of three cents per hour commencing April 1st, 1963 with a further increase on September 1st and a further increase of four cents an hour on May 1st, 1964.

Mode of Conciliation

After hearing the submissions made by both the Management and the Union, the Conciliation Board adjourned to consider the representations made. The Board then brought in the representatives of Ellison Mills in order to clear up precisely what the offer of Ellison Mills was. In the course of discussing it the representatives for the company indicated that they were prepared to make the offer retroactive to January 1st, 1963 so that the offer would be for the eight-month period commencing January 1st, 1963 a further three cents an hour, for the eight-month period commencing September 1st, 1963 a further three cents an hour, and a further four cents an hour for the period commencing May 1st, 1964. The Company refused to consider a further amount for distribution by the Union to alleviate inequalities in the rate schedule as had been done in 1961 and while the indication was that the pay dividend which has been paid out over the past number of years will be continued, the Company refused to have this incorporated into the Agreement because the Company felt it wished to leave this as a voluntary bonus to its employees.

The Board then met with the Union representatives in order to see whether or not some basis of Agreement could be reached. The Union representatives indicated that they were prepared to accept an increase of three cents commencing January 1st, 1963, another three cents July 1st, 1963, **another three cents January 1st, 1964 and another three cents July 1st, 1964.** In terms of actual dollars spent or received, this would be exactly the same as the offer made by the Company, that is, five cents, and five cents. The Union officials indicated that so far as they were concerned, the voluntary pay dividend meant nothing at all.

The Board then met with both representatives together and submitted these offers. At that time the Union representatives indicated that they would adjust their request so that the increases would be on January 1st, 1963, September 1st, 1963, January 1st, 1964 and September 1st, 1964, each increase being three cents. This, spectacularly, would

result in a substantially lesser amount being paid and received over the Contract period. It was indicated that the reason for suggesting this was in order to effect a raise of twelve cents per hour over the two year period. The Company would not consider this, indicating that this meant a lesser pay to the employees than the Company's own offer and indicating too, that the Company would not permit itself to be put in a position of facing new negotiations in 1965 with the rate increase upped by twelve cents per hour.

At this point Conciliation bogged down and it became obvious that the real issue was not wages as indicated in the correspondence from the Department but that the real issue was apparently wage differential between the Lethbridge plant and other plants. This became obvious because the Union was prepared to sacrifice total pay in order to place itself in a position where there would be a twelve cent increase over a period of two years. This was also obvious when it was considered that the offer made by the Company of five cents and five cents was identical in terms of pay with the offer made by the Union of three cents, three cents, three cents and three cents at six month intervals. Although the amounts involved were exactly the same it was impossible to break the deadlock between the two opposing sides.

Settlement

Even after the Board of Conciliation was reached and the various members had met on several occasions to discuss a unanimous decision of a large award, it was strictly the hope that some voluntary and friendly settlement could be concluded between the parties. In view of the fact that the direct issue was not one of wages, but was one of wage differential, when the members of the Board considered that a reasonable award might very well be an increase of five cents for 1963 and another increase of five cents for 1964, the parties were again contacted by the respective conciliation representatives and we are happy to report that a Contract has been concluded between the Company and the Union without there being necessity for this Board to make formal award.

Recommendations

The Board recommends that if the real issue is the question of differential between the wage schedule paid in Lethbridge and that paid in other centers, that thought and consideration be given to the reasons why such a differential exists and the reasons for or against the narrowing of this differential so that in future negotiations this particular problem could be dealt with and that all relevant evidence could be introduced to support whichever stand may seem proper at that time.

The Board further recommends that the procedure on Boards of Conciliation be clarified by having the local office of the Board of Industrial Relations notify all parties involved of the time, place and the names of all the parties in a Conciliation Board. There was a suggestion that because the Board sits on some extent in a Judicial capacity, there should be as little as possible contact between the respective parties to the Conciliation and the sitting members except when sitting as a full Board.

Respectfully submitted,

Lethbridge, Alberta.
May 1963.

(SIGNED)

A. J. Cullen

(SIGNED)

A. Milroy

(SIGNED)

T. W. Snowdon

IN THE MATTER OF

THE ALBERTA LABOUR ACT AND A DISPUTE
BETWEEN THE BAKERY AND CONFECTIONERY
WORKERS INTERNATIONAL UNION OF AMERICA,
LOCAL NO. 252, CALGARY, AND THE NATIONAL
SYSTEM OF BAKING LTD., CALGARY, ALBERTA.

MAJORITY AWARD OF
CONCILIATION BOARD

Hearings of the above referred to dispute took place on the 7th day of May, 1963 at the office of the Board of Industrial Relations in Calgary and both parties to the dispute agreed that the Board consisting of Vincent A. Cooney, Mr. W. Y. Paterson and Mr. W. E. Burrows was properly constituted as a Conciliation Board under the provisions of the said Act for the purposes of this dispute.

Both the parties to the dispute made written representations to the Board and each spoke to the representations made in explanation and then in rebuttal.

The members of the Board were advised by both the parties that they had completed their representations and had been fully heard.

The members of the Board met together with each party separately by agreement between the parties themselves but the Board was unsuccessful in its attempts to bring the parties together on the issues involved.

The members of the Board then met for discussion and after several meetings were unable to reach a unanimous decision.

It is the award of the Chairman, Mr. Vincent A. Cooney, and one member of the Board, Mr. W. E. Burrows, constituting a majority decision of the Board that:-

1. (a) that the male and female employees covered by the Wage Agreement shall receive an increase in wages of One (\$1.00) Dollar per week;
(b) that the said increase in wages of One (\$1.00) Dollar per week shall be retroactive to the 1st day of January, A.D. 1963;
2. That there be provision inserted in the existing Wage Agreement for three weeks' annual holidays after eight years continuous service;
3. That there be no change in the present wage agreement in respect of hours of work; with the recommendation that the parties to the dispute should, in our opinion, meet together to ascertain whether or not the changes requested in the hours of work by the Union can be applied practically to this Company's operations;
4. That the term of the Wage Agreement shall be for one year from the 1st day of January, A.D. 1963 to the 31st day of December, A.D. 1963.

(SIGNED)
V.A. COONEY, Chairman.

(SIGNED)
W. E. BURROWS, Member.

Calgary, Alberta,
May 28th, 1963.

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TO:

The Honourable R. Reiersen,
Minister of Labour,
Terrace Building,
Legislative Grounds,
EDMONTON.

Sir:

IN THE MATTER OF The Alberta Labour Act and
a dispute between the Bakery and Confectionery
Workers International Union of America, Local
252, Calgary, and the National System of
Baking Ltd., Calgary, Alberta.

MINORITY REPORT

The Conciliation Board, under authority of Order-in-council
No. 569/63 met with the parties to the dispute on May 7, 1963.

Appearing before the Board, as representatives of the parties
to the dispute were:-

For Management:

Mr. G. A. Ritchie
Mr. A. O. Ackroyd

For the Union:

Mr. W. White
Mr. W. Garner

The Conciliation Board consisted of the following:-

V. A. COONEY ----- Chairman

W. E. BURROWS ----- Company Member

W. Y. PATERSON----- Union Member

In the course of deliberations of the dispute between the
Bakery Workers International Union, Local 252, and the National
System of Baking Ltd., the facts were revealed that the Bakery
Workers Union were requesting:-

1. A \$3.00 per week raise in pay, retroactive to January
1, 1963;

2. Work week to be reduced to a five (5) day week;
3. Annual vacations of three (3) weeks after eight (8) years, of continuous service.

The National System of Baking Ltd. were willing to accept the terms of the Conciliation Officer, Mr. R. H. R. Clement, which were:-

1. A \$1.00 per week increase in pay;
2. Provisions for three (3) weeks vacation after eight (8) years of service;
3. Term of contract, one (1) year from January 1, 1963 to December 31, 1963.

The Conciliator trusted that the question of retroactive pay could be successfully negotiated.

During the Board Hearing, it was mutually agreed that only the question of the wage increase and retroactivity, and the five-day work week were items outstanding, everything else being agreed to by the parties.

It was ascertained at the Hearing that the Bakery Workers, Local 252, had agreements with seven other companies, similar to the National System of Baking, except that the National System paid maximum wages of \$85.00 per week, while the others paid \$88.00 per week. In all the other classifications of work, there was this same differential of \$3.00.

The Union's request for a \$3.00 per week raise would bring the National System's wage structure in line with the other comparable companies.

On the question of the five (5) day work week, it was ascertained the National System's employees worked forty (40) hours over a week of six (6) days, while the other companies worked forty (40) hours on a five (5) day week. In fact one company was only working a thirty-eight (38) hour week.

The National System contended they could not afford to raise wages by \$3.00 per week because of competition from other non-union companies.

I cannot agree with this line of reasoning. If Boards ignored the requests of Unions because of non-union competition, then Unions would never make any gains, but would have to wait for the dictates of the non-union companies raising wages to compare with union companies. Under the private enterprise system of our economy it is inevitable that competition is keen, whether between Union companies or from Non-union companies, but this

competition, to my way of thinking, does not preclude consideration of a raise in pay to union employees.

It is to be noted that the seven bakery companies, paying \$3.00 per week more than the National System of Baking, will be negotiating with Bakery and Confectionery Workers, Local 252 in August of this year, and in all probability a further raise in pay will take place, pushing the employees of National System of Baking even further behind those of the other companies.

To grant the employees of National System of Baking a \$3.00 per week raise will probably put this firm on a parity with the other companies for only a short time, as the National System of Baking agreement would not expire until December 31, 1963, four months after the new agreements are in effect with the seven other companies.

In view of these facts, I hereby recommend the following:-

1. WAGES

\$3.00 per week increase, retroactive to January 1st, 1963, to the employees of National System of Baking.

2. HOURS OF WORK

Five day - forty hour work week, I feel, is practical with National System of Baking as with other companies, and I recommend that this be instituted immediately with the revised Schedule of Work Shifts to be worked out between the Company and the Union.

All of which is respectfully submitted,

(Signed)

W. Y. Paterson, Member

TO:

The Honourable R. Reiersen,
Minister of Labour,
Edmonton, Alberta.

Sir:-

A W A R D

IN THE MATTER OF The Alberta Labour Act
and a dispute between the International
Brotherhood of Boilermakers, Iron Ship
Builders, Blacksmiths, Forgers and Helpers
Local 146, Edmonton, and Gilchrist
Engineering (Alberta) Ltd., Edmonton,
Alberta.

The Conciliation Board established by Order-in-Council No. 787/63 dated May 15th, 1963, met with representatives of the parties to the dispute and considered the representations made by the said parties.

The Members of the Conciliation Board were:-

MR. W. S. ROSS, Q.C., Chairman.
MR. D. SCOTT, Member representing the Union.
MR. W. G. ALEXANDER, Member representing the Employer.

It was stated to the Conciliation Board that the four avenues of dispute related to -

1. Wages.
2. Statutory Holidays.
3. Overtime.
4. Health and Welfare.

While it was not stated, the Board assumes that the parties were dealing on the basis of a one year contract and if this is not correct, the Award then relates to whatever period the parties had agreed upon.

With regard to wages, it was represented that the Company employed only Journeymen Welders and one Helper and with regard to these two rates, the Conciliation Board recommends that the Journeymen Welders rate be \$2.29 per hour and that the Helper's rate be \$1.69 per hour. However, in the event that the Company, during the term of the Contract, should expand its operations to include other categories which are not presently in existence, it is recommended that the wage rates of Foremen - \$2.79, Charge Hands - \$2.49, Class A Welder - \$2.54, Class B Welder - \$2.44, Apprentice 1st year - \$1.69, Apprentice 2nd year - \$1.84, Apprentice 3rd year - \$2.04 be brought into effect should these categories be filled.

With regard to the overtime provisions, it is recommended that Article 6 Section 2 be varied to provide for four hours of overtime at time and one-half Monday to Friday inclusive, and that otherwise the overtime provisions remain as presented by the Union.

With regard to Statutory Holidays, it is recommended that for this first agreement, the holidays remain at eight deleting either Thanksgiving Day or Remembrance Day as may be preferred by the parties.

With regard to Health and Welfare Plan, while the Board favours such a plan being brought into effect, it is of the opinion that in a first agreement, it would be improper to make any order and accordingly recommends that this be deleted from the union proposal but suggests to the parties that during the course of the Contract the question of Health and Welfare be discussed between the Company and the Union in a serious attempt to arrive at an Agreement as to the nature of an appropriate plan and the provisions for the payment thereof with a view to either entering into a Supplementary Agreement during the term of this Agreement or of being in a position to negotiate such a plan for the next agreement.

All of which is respectfully submitted,

(Signed) W. S. Ross

W. S. ROSS, Q.C.
Chairman - Conciliation Board.

(Signed) Donald W. Scott.

D. SCOTT, Member,
Conciliation Board.

(Signed) W. G. Alexander.

W. G. ALEXANDER, Member,
Conciliation Board.

DATED at Edmonton, Alberta,
this 11th day of June, 1963.

TO:

The Honourable R. Reiersen,
Minister of Labour,
Terrace Building,
EDMONTON, Alberta.

Dear Sir:

A W A R D

IN THE MATTER OF The Alberta Labour Act and a dispute
between the Beverage Dispensers' International Union,
Local No. 265, Calgary, and Flag Hotel Ltd., Shield
Hotel Ltd. and Prince Hotel Ltd., Calgary, Alberta.

Pursuant to the provisions of The Alberta Labour Act, the
Conciliation Board established to deal with the dispute between the
above named parties, and appointed by Order-in-Council No. 357/63
convened to hear representations from the parties to the dispute.

The members of the Conciliation Board were:-

MR. IRWIN A. BLACKSTONE	Chairman
MR. JACK HAMPSON	Representing the Union
MR. WILLIAM G. DUNAWAY	Representing the Employer

Appearing before the Board were:-

For the Employer:

Mr. J. Elliott,
Mr. F. Thomson

For the Union:

Mr. G. McHardy,
Mr. R. D. Moore

1. The Board had before it not only the parties to the dispute and their Briefs submitted, but also a representative of the Hotel Men's Association and it should be noted that with regard to the dispute itself no change in wage rates was requested by the Union except for Bus Boys.

Evidence was adduced before the Board to the following effect:

- (a) A Contract now to be entered into between the parties would be the first contract between them;
- (b) Such a Contract would be the first "Cocktail lounge" contract in this City or Edmonton;
- (c) The Wales Hotel, had been paying their cocktail lounge employees the highest rate in the City as an unorganized unit up to this date;
- (d) A Contract entered into between the Union and the Wales Hotel would be used as a model or basis for other cocktail lounges in the City;
- (e) Any recommendation of this Board would in effect be setting a standard for the industry, certainly in Calgary.

2. In view of the foregoing the Conciliation Board UNANIMOUSLY makes the following recommendations:-

(a) WAGES

On the distinct understanding that present employees shall suffer no reduction of wages whatsoever, minimum wage rates shall be as follows:-

Bartender-Basic	\$75.00 per week
After six weeks	\$80.00 per week

*Bar Porters or equivalent - Basic	\$60.00 per week
After six weeks	\$62.50 per week

*(Understudy to Bartender)

Waiters	\$60.00 per week
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Bus Boys	\$47.50 per week
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Spare help	Pro rata
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(b) DURATION OF CONTRACT

This Agreement is to run one year from the date hereof.

All of which is respectfully submitted.

DATED at Calgary, Alberta, this 20th day of June, A.D. 1963.

(SIGNED)

IRWIN A. BLACKSTONE Chairman

(SIGNED)

WILLIAM G. DUNAWAY Member

(SIGNED)

JACK HAMPSON Member

June 26, 1963.

The Honourable Raymond Reiersen,
Minister, Department of Labour,
Terrace Building,
Legislative Grounds,
Edmonton, Alberta.

IN THE MATTER OF The Alberta Labour Act and a
dispute between the Alberta Teachers' Associat on
and the County of Strathcona No. 20, South
Edmonton, Alberta.

This Conciliation Board having been established by Order in Council No. 709/63; and having been granted an extension for the time necessary to complete its findings by both parties; and having heard the presentations of the parties hereto; and having reviewed the material filed; and having attempted to bring about agreement between the parties without success; and having considered the presentations made by the parties this Conciliation Board unanimously agrees that the following recommendations be made to the Minister:

1. That the salary schedule be altered by increasing the increments payable for the third, fourth, fifth and sixth years of teacher training by the addition of the sum of \$5.00 to each, resulting in the following schedule;

Minimums	3,000	3,500	4,100	4,700	5,100	5,500
Increments	10x170	10x190	10x225	10x320	10x320	10x320
Maximums	4,700	5,400	6,350	7,900	8,300	8,700

2. That administration and supervision allowances for principals and vice-principals be as follows:

Principals, including every teacher in charge of a one room school; from one (1) to fifteen (15) teachers, including the principal, \$125.00 per teacher, and for each additional teachers \$100.00 per teacher.
Vice-Principals - one half ($\frac{1}{2}$) of the principal's allowance.

All of which is respectfully submitted.

(SIGNED)

E. A. CHRISTENSON,
Chairman.

(SIGNED)

ANGUS G. MacDONALD,
Member.

(SIGNED)

W. W. NALDER,
Member.

The Honourable R. Reiersen,
Minister of Labour,
Terrace Building,
Legislative Grounds,
EDMONTON, Alberta.

AWARD

IN THE MATTER OF The Alberta Labour Act and a
dispute between the International Woodworkers
of America, Local 1-207, Edmonton, Alberta and
North Canadian Forest Industries Limited
(Grande Prairie Lumber Division), Grande Prairie,
Alberta.

The Conciliation Board appointed by Order-in-Council No. 892-63, dated June 4, 1963, held meetings with the representatives of the parties to the dispute and considered the representations made by both parties.

The members of the Conciliation Board were:-

Mr. E. D. Foote - Chairman
Mr. W. Elliott - Member representing the Union
Mr. A. Rytz - Member representing the Company

Appearing before the Board were:-

For the Employer:

Mr. W. S. Ross, Solicitor
Mr. A. E. Smith
Mr. G. A. Patterson
Mr. R. F. Murphy

For the Union:

Mr. J. Miyazawa, Solicitor
Mr. K. Johnson
Mr. E. Boulet

Employees of the Plant:

Mr. B. Graham
Mr. A. Morrice
Mr. A. Buck

The dispute before the Board concerned a new agreement between the parties, the last agreement having expired on March 31, 1963. The issues for determination were as follows:-

1. Article 3 - Union Security.
2. Article 6 - Wages.
3. Article 10 - Seniority.
4. Article 12 - Vacations with Pay.
5. Article 14 - Statutory Holidays.
6. Article 16 - General Provisions.
7. Article 17 - Duration of Agreement.

The Board has reached agreement on the points in dispute as follows:-

1. Article III - Union Security:-

The Union Security clause shall be as follows:-

"(a) Any employee who is a member of the Union on the

effective date of this Agreement shall, as a condition of employment, maintain his membership in the Union during the term of this Agreement. Such employees shall have their dues and assessments deducted in the manner as set out in the Union checkoff authorization.

(b) Any member who is not now a member of the Union but who subsequently joins the Union during the term of this Agreement shall then, as a condition of employment, maintain his membership in the manner set out above in subsection (a).

(c) It is further agreed between both parties that all present and future employees of the Company who are not members of the Union shall, as a condition of employment, sign a checkoff form as set out in the Union checkoff authorization in the Agreement, to pay all dues and assessments authorized by the membership of Local Union No. 1-207, International Woodworkers of America, Edmonton, Alberta, the bargaining agent.

(d) Should an employee's membership be revoked by the Union for non-compliance with the Local Union By-laws or the Constitution of the International Woodworkers of America, and the employee has been tried and convicted in accordance with the International Constitution or the present Local Union By-laws such employee shall be subject to dismissal. However, the Union agrees that before any action to dismiss an employee under this subsection is taken the question of such dismissal will be discussed between the Union and Management.

(e) The Union reserves the right to accept or reject any applicant for membership.

(f) The Company agrees to advise all new employees in writing to the effect that it considers membership in the Union desirable for harmonious relations.

2. Article VI - Wages:

(a) An increase of 2 cents per hour shall be granted to all classifications effective the first day of April, 1963 and a further increase of 3 cents per hour shall be granted effective April 1, 1964, and a further increase of 2 cents per hour shall be granted effective October 1, 1964.

(b) A new classification shall be added under the heading "Miscellaneous" as follows:-

Scoopmobile and Pettibone - at a rate
of \$1.64 effective April 1, 1963.

All other job classifications shall be as they are in the present Agreement.

(c) The premium for night shift shall remain as it is in the present Agreement.

3. Article X - Seniority:

Shall remain as it is in the present Agreement.

Article X - Section 5:

The word "calendar" shall be deleted and the word "working" shall be substituted therefor.

4. Article XII - Vacations with Pay:

The vacations with pay shall be as it is in the present agreement.

5. Article XIV - Statutory Holidays:

(a) The following statutory holiday be added to those listed in Article XIV Boxing Day bringing the total paid statutory holidays per year to seven.

(b) A new clause (g) shall be added as follows:-

It is agreed that casual labour shall not receive pay for statutory holidays.

6. Article XVI - General Provisions:

A new Section 6 shall be added as follows:-

The Company agrees to provide two ten-minute rest periods per day for all employees to be arranged at such times during the day and in such manner as is mutually agreeable to both the Company and the Union.

7. Article XVII - Duration of Agreement:

The agreement shall be for a period of two years effective the first day of April, 1963, through to the 31st day of March, 1965.

ALL OF WHICH IS RESPECTFULLY SUBMITTED at the City of Edmonton, in the Province of Alberta, this 28th day of June, A.D. 1963.

(SIGNED)

E. D. FOOTE, Chairman

(SIGNED)

A. RYTZ, Member.

July 2, 1963

The Honourable R. Reiersen,
Minister of Labour,
Government of Alberta,
Terrace Building,
EDMONTON, Alberta.

Dear Sir:

MINORITY REPORT

IN THE MATTER OF The Alberta Labour Act and a
dispute between the International Woodworkers
of America, Local 1-207, Edmonton, Alberta and
North Canadian Forest Industries Limited (Grande
Prairie Lumber Division), Grande Prairie, Alberta.

I hereby recommend the following as a minority award. I am in agreement with all points of the Chairman's award except Wages on which I recommend an across-the-board increase of 12 cents per hour effective as follows:

April 1st, 1963	-	6 cents per hour
April 1st, 1964	-	6 cents per hour

My reasons for the amounts set forth above are:

- (a) In the Union submission, evidence was produced that gave indication that the lumber industry has experienced a lucrative year in 1962 and that the years 1963 and 1964 would be the same.
- (b) On the matter of labour cost per dollar of sales, the Union's submission showed a downward trend on this matter despite periodic wage increases.

In rebuttal the employer did not refute nor did he produce any evidence that the Union's case was incorrect and, in fact, made the statement that financial ability to meet the Union's request was not a factor.

It is my observation that this Company's basic objection to paying a fair increase is based on the fact that this Company, a member of the Western Retail Lumberman's Association, does not wish to incur the wrath of its fellow members by granting a fair wage increase to its employees.

I feel that the present scale of wages paid in the Alberta Forest Products industry is extremely low and depressed. The Union's evidence showed conclusively that the living standards of these employees have remained practically static for the last six years. I am of the opinion that individual employers in this industry should be aware of and accept their social responsibilities and not hide behind the pious facade of "Let's maintain parity".

The wage increases which I recommend are fair and cannot be construed as being inflationary. This amount, I am sure, would not cause any hardship on the company.

Since the formal sittings of this Board I note that this company has negotiated a wage increase, in the amount which I suggest, to the employees of their other plant in Grande Prairie.

All of which is respectfully submitted.

Yours very truly,

(SIGNED)
WILLIAM ELLIOTT, Member

THE ALBERTA LABOUR ACT

V O T E S

CONCILIATION BOARD AWARD

M

THE ALBERTA LABOUR ACT

V O T E S

O N

CONCILIATION BOARD AWARDS

APRIL 1st, 1963 to JUNE 30th, 1963.

<u>UNION</u>	<u>COMPANY</u>	<u>RESULT</u>
1. Beverage Dispensers, Hotel Service, Culinary and Restaurant Employees Union Local 579, Edmonton, Alberta.	Elks Recreation Centre, Edmonton, Alberta.	Employees Accepted Employer Rejected
2. Canadian Brotherhood of Railway, Transport and General Workers, Calgary, Alberta.	Canadian Pacific Railway Company (Palliser Hotel) Calgary, Alberta.	Employees Accepted Employer Accepted
3. International Association of Machinists Local 1579, Edmonton, Alberta.	Northwest Industries Limited, Edmonton, Alberta.	Employees Rejected Employer Accepted
4. Retail Clerks International Union, Local 401, Edmonton, Alberta.	Bateman's Food Market Ltd., Edmonton, Alberta.	Employees Rejected Employer Accepted
5. The Bakery and Confectionery Workers International Union of America Local 252, Edmonton, Alberta.	National System of Baking Ltd.	Employees Rejected Employer Accepted
6. The International Brotherhood of Boilermakers Iron Ship Builders, Blacksmiths, Forgers and Helpers Local 146, Edmonton, Alberta.	Gilchrist Engineering (Alberta) Ltd., Edmonton, Alberta.	Employees Rejected Employer Rejected

THE ALBERTA LABOUR ACT
CONCILIATION BOARD AWARDS

AWARD ACCEPTED

(NO VOTE)

THE ALBERTA LABOUR ACT

CONCILIATION BOARD AWARDS

APRIL 1st, 1963 to JUNE 30th, 1963.

AWARD ACCEPTED (NO VOTE)

UNION

COMPANY

1. United Packinghouse, Food and Ellison Milling & Elevator
Allied Workers, Local No. 661, Co. Ltd., Lethbridge, Alberta.
Lethbridge, Alberta.

THE ALBERTA LABOUR ACT

CONCILIATION BOARD AWARDS

AWARD REJECTED

(NO VOTE)

THE ALBERTA LABOUR ACT

CONCILIATION BOARD AWARDS

APRIL 1st, 1963 to JUNE 30th, 1963

AWARD REJECTED (NO VOTE)

<u>UNION</u>	<u>COMPANY</u>	<u>RESULT</u>
1. The Alberta Teachers' Association.	The Spirit River School Division No. 47, Spirit River, Alberta.	Employees Rejected Employer Accepted

THE ALBERTA LABOUR ACT

V O T E S

ON

STRIKE ACTION

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THE ALBERTA LABOUR ACT

V O T E S

STRIKE ACTION

APRIL 1st, 1963 to JUNE 30th, 1963

<u>UNION</u>	<u>COMPANY</u>	<u>RESULTS</u>
1. Beverage Dispensers, Hotel Service, Culinary and Restaurant Employees Union Local 579, Edmonton, Alberta.	Elks Recreation Centre, Edmonton, Alberta.	Employees Voted For
2. International Association of Machinists Local 1579, Edmonton, Alberta.	Northwest Industries Limited, Edmonton, Alberta.	Employees Voted For
3. Alberta Teachers' Association	Spirit River School District No. 47.	Employees Voted For

THE ALBERTA LABOUR ACT

V O T E S

REVOCATION OF CERTIFICATION

THE ALBERTA LABOUR ACT

V O T E S

REVOCATION OF CERTIFICATION

APRIL 1st, 1963 to JUNE 30th, 1963.

<u>UNION</u>	<u>COMPANY</u>	<u>RESULT</u>
1. International Brotherhood of Electrical Workers, Local 424, Edmonton, Alberta.	Blanchett Neon Limited, Edmonton, Alberta.	Voted for
2. Sheet Metal Workers' International Association, Local Union No. 271, Edmonton, Alberta.	Blanchett Neon Limited, Edmonton, Alberta.	Voted against
3. International Association of Bridge, Structural and Ornamental Ironworkers, Shopmen's Local Union No. 776, Edmonton, Alberta.	Fenrich Prestressed Concrete Co. Ltd., Edmonton, Alberta.	Voted for

THE ALBERTA LABOUR ACT

V O T E S

ON A SELECTION OF A

BARGAINING AGENT

R

V O T E S

ON SELECTION OF

A BARGAINING AGENT

APRIL 1st, 1963 to JUNE 30th, 1963

<u>UNION</u>	<u>COMPANY</u>	<u>RESULT</u>
1. Truckers, Cartagemen and Building Material Employees, Local Union No. 362, Calgary, Alberta.	Western Cartage and Storage Limited, Edmonton, Alberta.	Voted for
2. Driver Salesmen, Plant, Warehouse and Cannery Employees, Local 987, Calgary, Alberta.	Western Canada Hardware Limited, Lethbridge, Alberta.	Voted against
3. ATCO Employees Association, Airdrie, Alberta.	Alberta Trailer Company (1961) Ltd., Calgary, Alberta.	Null and Void
4. Consolidated Concrete Limited Employees Association, Red Deer, Alberta.	Consolidated Concrete Limited, Red Deer, Alberta.	Voted for
5. Truckers, Cartagemen and Building Material Employees, Local 362, Calgary, Alberta.	Gallelli Sand and Gravel Company Limited, Calgary, Alberta.	Voted for
6. Alberta Mack Truck Distributors Employees Association, Edmonton, Alberta.	Western Mack Truck and Equipment Ltd., Edmonton, Alberta.	Voted against
7. National Union of Public Employees, Local No. 875, Edmonton, Alberta.	St. Joseph's Chronic Hospital, Edmonton, Alberta.	Voted for Void

THE ALBERTA LABOUR ACT
TRANSFERS OF JURISDICTION

I S S U E D

S

THE ALBERTA LABOUR ACT

CERTIFICATES AMENDED UNDER REGULATION NO. 1

APRIL 1st, 1963 to JUNE 30th, 1963

I S S U E D

1. United Packinghouse, Food and Allied Workers, Local 1104, Lethbridge, Alberta and Canadian Dressed Meats (Lethbridge) Limited, Lethbridge, Alberta.

FROM: United Packinghouse, Food and Allied Workers, Local 740, Lethbridge, Alberta.

TO: United Packinghouse, Food and Allied Workers, Local 1104, Lethbridge, Alberta.

UNIT: "All employees excluding clerical and office staff; salesmen; chief engineer; foremen, and those above the rank of foremen with the right to hire and fire."
2. National Union of Public Employees, Local No.868, Bowness, Alberta and Bowness School District No. 4590, Bowness, Alberta.

FROM: National Union of Public Employees, Local No.817, Bowness, Alberta.

TO: National Union of Public Employees, Local No. 868, Bowness, Alberta.

UNIT: "All Caretakers."
3. Truckers, Cartagemen and Building Material Employees, Local Union No. 362, Calgary, Alberta and McCoshan Storage and Distributing Co., Calgary, Alberta.

FROM: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, A.F. of L., Local 987, Calgary, Alberta.

TO: Truckers, Cartagemen and Building Material Employees, Local Union No. 362, Calgary, Alberta.

UNIT: "All employees employed in the Pool Shed, Warehouse, Furniture Vans, and Single Unit Drivers, excluding those with the right to hire, discharge or change the status of employees."

